



Preserve and Protect

International trade secret
legislation and best practice

Virtual Round Table Series
IP Working Group 2017



Preserve and Protect

International trade secret legislation and best practice

Most businesses have trade secrets they would like to protect, but the process of doing so is notoriously difficult.

Until recently, very few countries had dedicated legislation that could be used by courts to enforce claims of theft or misappropriation of business critical information. One of the biggest sticking points has always related to the definition of a trade secret, which can vary from jurisdiction to jurisdiction and is usually subject to a set of relatively broad criteria.

Legislation around trade secrets is beginning to catch up with other areas of intellectual property law, as governments recognise the importance of this protection to their businesses and economies. The US recently enacted the Defend Trade Secrets Act (DTSA), designed to give Federal courts the power to rule on trade secret violations. In Europe the EU Trade Secrets Directive will perform a similar function, attempting to clarify for the European courts, how to deal with claims of trade secret misappropriation.

Despite these recent legislative innovations, non-disclosure or confidentiality agreements between businesses and their employees, manufacturers and suppliers still play an important and necessary part in protecting intellectual property that falls under the trade secret umbrella.

With all this in mind, IR Global brought six members of its Intellectual Property Group together to discuss trade secrets. The aim of the feature is to give members and their clients some insight into innovative approaches to trade secret protection across a range of jurisdictions. We also assess the implications of regulations such as DTSA, the EU Trade Secrets Directive and Japan's Unfair Competition Prevention Act, offering best practice advice on how to avoid accusations of misappropriation.

The following discussion involves IR Global members from the United States – New York and California, France, India, Japan and Germany.



The View from IR

Thomas Wheeler
MANAGING DIRECTOR

Our Virtual Series publications bring together a number of the network's members to discuss a different practice area-related topic. The participants share their expertise and offer a unique perspective from the jurisdiction they operate in.

This initiative highlights the emphasis we place on collaboration within the IR Global community and the need for effective knowledge sharing.

Each discussion features just one representative per jurisdiction, with the subject matter chosen by the steering committee of the relevant working group. The goal is to provide insight into challenges and opportunities identified by specialist practitioners.

We firmly believe the power of a global network comes from sharing ideas and expertise, enabling our members to better serve their clients' international needs.



JAPAN

Kenji Kuroda

Partner, Kuroda Law Offices

Phone: +81 3 5425 3211

Email: kekuroda@kuroda-law.gr.jp

Kenji Kuroda has over 30 years of professional legal experience, and founded Kuroda Law Offices in 1995. The full service firm focuses on intellectual property litigation including Japanese and foreign patents, international business matters such as direct investment and finance projects, and mergers and acquisitions both domestic and abroad.

Mr. Kuroda also has ample experience with areas such as investing in developing nations and growing markets, project financing, cross-border leasing and corporate financing, and in relatively new fields, such as LEDs, internet businesses using digital contents, and sports marketing.

The firm has offices in Tokyo, Shanghai and Taipei, and its affiliate, KLO Investment Consulting (Shanghai) Co. Ltd, has branches in Guangzhou and Beijing, making it possible to offer comprehensive local, one-stop service. Mr. Kuroda has handled successfully numerous cases involving some of the most well-known domestic and international companies.



US – NEW YORK

Timothy J. Kelly

Partner, McCarter & English

Phone: +1 (212) 609-6863

Email: tkelly@McCarter.com

Timothy J. Kelly has extensive experience in all aspects of trademark and unfair competition law, including domestic and international trademark portfolio management, clearing and prosecuting trademarks, licensing, IP due diligence investigations, and litigation both in the district and appellate courts and before the Trademark Trial and Appeal Board.

He has also had experience negotiating and litigating Internet domain name and other e-commerce disputes. Mr. Kelly has represented a wide range of clients in various industries including clothing, human foods and confections, pet foods, pharmaceuticals, electronics, appliances, and publications.

Mr Kelly is also a member of the International Trademark Association's Panel of Trademark Mediators.

McCarter & English, LLP is a firm of approximately 400 lawyers with offices in Boston, Hartford, Stamford, New York, Newark, East Brunswick, Philadelphia, Wilmington and Washington, DC. In continuous business for more than 170 years, we are among the oldest and largest law firms in America.



FRANCE

François Illouz

Partner, ISGE & Associés

Phone: + 33 (0)1 56 89 36 36

Email: f.illouz@illouzpartners.com

François ILLOUZ has wide-ranging experience in the protection of intellectual creations, communications and business.

He acts mostly for institutional clients in audio visual, telecommunications, publishing, production, industry and real estate in the following areas;

- Intellectual property (copyright, trademarks, designs and models)
- Media and communications law
- Commercial law, law of contracts, business law
- Labour law
- Litigation

François previously founded the firm of Illouz-Simonet-Jaudel and has published a book on co-ownership. He holds a youth and sports gold medal and is a member of the French Golf team. He is also a member of Morfontaine golf club, the Royal Liverpool Golf Club and the Automobile Club de France.

ISGE & Associés assists its clients, for advisory matters, litigation, arbitration in various areas of law such as business and contract law, commercial law, anti-trust law, real property law, corporate law, labor law, IP & IT law and sports law.



GERMANY

Johann-Christoph Gaedertz

Partner, Keil & Schaufhausen

Phone: +49 (0) 69 - 95 96 23 - 0

Email: gaedertz@kspartner.de

Johann-Christoph Gaedertz advises national and international companies of all sizes in all areas of the protection of intellectual property and in unfair competition law with special emphasis on trademarks and design patents.

He has extensive experience in complex litigation at many German courts and arbitration panels. Johann-Christoph has special industry knowledge in the areas of media and entertainment, telecoms, branded goods and automotive. He is a member of GRUR, the Studienvereinigung Kartellrecht e.V. (i.e. German Cartel Lawyers Association) and is active in the ICC. He is married and has five children.

Keil & Schaufhausen is a highly specialised, leading IP boutique firm in Germany, offering all legal services in all areas of IP law. The partners of the firm are Patent Attorneys, Trademark Attorneys and Civil Law litigation experts with longstanding experience in advising clients regarding the most effective protection, prosecution and litigation of IP rights.



US - CALIFORNIA

Robert Freitas

Partner, Freitas Angell &
Weinberg

Phone: +650-593-6300

Email: rfreitas@fawlaw.com

Bob Freitas is a founding partner of Freitas Angell & Weinberg LLP. He is a versatile trial lawyer who focuses his practice on antitrust and competition counselling and litigation, intellectual property litigation, representation of policyholders in insurance coverage claims and litigation, and complex litigation for technology companies.

Bob is listed in The Best Lawyers in America® in Patent Law.

He is a member of the Executive Committee of the Antitrust and Unfair Competition Law Section of the State Bar of California.

Freitas Angell & Weinberg LLP (FAWLaw) is a Silicon Valley law firm established in 2011 by former partners of Orrick, Herrington & Sutcliffe LLP.

The firm represents large and small companies and individuals based in the United States and around the world in trial and appellate courts and in arbitration. FAWLaw is recognised in U.S. News – Best Lawyers® Best Law Firms as a Tier One firm for Patent Law in the San Francisco region.



INDIA

Eshwar Sabapathy

Managing Partner, S Eshwar
Consultants

Phone: +91 44 42048335

Email: seshwar@eshwars.com

Eshwar Sabapathy is the Managing Partner at S Eshwar Consultants, a boutique commercial law firm with focus on corporate law, mergers & acquisition, intellectual property, corporate governance, indirect taxation, foreign trade and international transaction, real estate and dispute resolution.

Eshwar is an acknowledged expert in drafting and review of contracts, tender and bidding documents and is listed in Chambers and Partners Asia Pacific edition for Corporate/M&A. His forte includes corporate governance and corporate insolvencies.

The firm has a very strong IP Team and handles matters relating to the entire gamut of Intellectual Property – Trademarks, Patents, Copyrights, Industrial Designs and Domain Names, and advises leading companies on their IP strategy to protect, prosecute and defend their IP.

The firm derives strength from a strong research-oriented approach, setting up processes backed by maximum exploitation of modern technology.

QUESTION 1

How do you define a trade secret in your jurisdiction?

India –Eshwar Sabapathy (ES) In India we don't have legislation which covers trade secrets, but we are signatory to the World Trade Organisation's TRIPS agreement (Trade-Related Aspects of Intellectual Property Rights). Because of these obligations, we should soon have an enactment covering trade secrets, but as of now there is no definition in legislature.

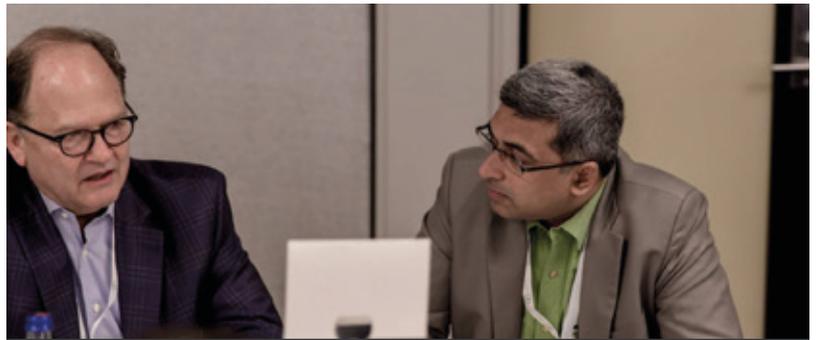
A general definition of a trade secret has evolved through the courts, which focuses on whether there is a specific formula or technical knowhow to be protected, or perhaps a peculiar method of business. It goes on to say the trade secret has to be confidential and actively protected.

The criteria to be adopted for determining a Trade Secret are:

- It must not be generally known or readily accessible by people who normally deal with such type of information
- It must have commercial value as a secret
- The lawful owner must take reasonable efforts to maintain its secrecy

France – François Illouz (FI) Up until now in France there hasn't been much legislation to protect trade secrets. There were numerous propositions presented to the French Parliament in 2009, 2011 and 2014 by the current candidate for the French Presidency Emmanuel Macron, but nothing transferred into law. Journalists and whistle blowers have lobbied against legislation to protect trade secrets because of the potential to hurt liberty of expression.

In our current legislation we have only one article from the intellectual property code (Article L621-1) that mentions trade secrets. It says that any employee revealing a trade secret will be punished on criminal grounds. This should all change with the new EU Trade Secrets Directive released on 8th June 2016, which is to be implemented in all EU countries by 2018.



Eshwar Sabapathy, pictured at the Dealmakers 2017 Conference in Barcelona

Article 2 of this Directive gives a definition of trade secrets – it covers the following points:

- Trade secrets are not already known by specialists working in the same field of business
- They are not easily accessible
- They have commercial value
- They are protected by the people who have control of the information, who have also taken reasonable measures to keep them secret

Germany –Johann-Christoph Gaedertz (JCG) In German national legislation, we only have one statutory clause dealing with trade secrets, which is within the Unfair Competition Act (Clause 17). It prohibits trade secrets published by unauthorised persons and makes it a criminal offence. This clause does not, however, play a decisive role in civil law, litigation law or criminal investigations.

It's difficult to claim rights under this clause in civil litigation, but our hope is that the EU Trade Secrets Directive will change the situation and make it easier to go after trade secrets violations. Since Germany is always delayed in implementing EU law, I imagine it could be a while before the directive becomes practice. Because of this, we will continue to place emphasis on contractual clauses to protect trade secrets. Under these clauses we can always claim rights and damages against those who violate trade secrets.

France –FI Just to react to that Hans, there might be a long transition in Germany, but Article 19 of the EU Trade Secrets Directive says it has to be implemented, in principle, by 9th June 2018.



Kenji Kuroda, pictured at the IR 'On the Road' 2017 Conference in Singapore

US –Timothy J. Kelly (TJK) The Defend Trade Secrets Act 2016 (DTSA) was implemented last year in the US and provides a specific definition of what comprises a trade secret, namely information that derives independent economic value from not being generally known to or readily ascertainable to other persons who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. This Federal Statute provides the necessary foundation for a Federal court to act on the theft of a trade secret, and empowers the court to award damages and attorney fees as well as, in appropriate situations, injunctive relief.

Businesses will still run into certain key issues though, such as how to confirm that what you have is a trade secret and how to protect it. The efforts that must be taken to maintain information as a trade secret will vary depending on the information and perhaps by industry. Keeping it secret is a precursor, but there will be situations when information will need to be shared in the course of doing business with manufacturers or vendors, and it is in those situations where the biggest threats typically manifest themselves.

The steps that may need to be taken to protect information as a trade secret include non-disclosure agreements, confidentiality agreements, and the like. Although there have not been many cases decided under the new statute yet, there is trade secret jurisprudence from years of cases pursuing trade secret claims under state law.

US –Robert Freitas (BF) State legislation to protect trade secrets has existed for a long time, derived from the Uniform Trade Secrets Act (1979), which has been adopted by nearly every state. The concept of what constitutes a trade secret under that act is similar to the new DTSA.

It states the following about trade secrets;

- They contain information that has been the subject of reasonable efforts to maintain its confidentiality
- They aren't generally known
- They present value to the owner as a result of not being generally known

Japan –Kenji Kuroda (KK) In Japan, Article 2(6) of the Unfair Competition Prevention Act defines a trade secret as technical or business information useful for commercial activities, such as manufacturing or marketing methods, that is kept secret and that is not publicly known.

From the definition of a trade secret, the following three conditions must apply in order to be protected as a trade secret in Japan under the Act.

- It must be managed in confidence (confidential management)
- It must be technical or business information useful for commercial activities (utility)
- It must not be publicly known (non-public nature)

Confidential management is said to mean that it must be objectively managed in confidence to a degree recognizable to outsiders and employees. Utility is taken to mean that it must be commonly accepted as useful for business activities, while non-public in nature is understood to mean that the trade secret is in a state where it cannot, in general, be obtained other than by being under the management of the holder.

QUESTION 2

What is the framework for protecting trade secrets in your jurisdiction? Are there specific statutes in place, or do you rely on common law?

Japan –KK Trade secrets are protected primarily under the statute called the Unfair Competition Prevention Act. Further, it is normal to conclude a written pledge between the company and its employees regarding confidentiality, and to impose a confidentiality obligation in the employee regulations for the protection of trade secrets. Additionally, it is normal to include confidentiality provisions in contracts with trading partners among other measures.

Japan is a civil law country, with codified laws. Case law precedent does offer non-binding guidance and might be persuasive, and is sometimes relied upon if not in conflict with code.

India –ES Every nation that is now a signatory to the TRIPS Agreement has an obligation to enact legislation to protect trade secrets, so it will be a matter of time before all countries have specific law around this.

In India there was a draft enactment tabled before parliament, where the definition of a trade secret was largely borrowed from the TRIPS definition. India is also a signatory to the Paris Convention for the Protection of Industrial Property (1883) – which we acceded to in 1998.

Principles of equity and law of torts are also taken into account to protect trade secrets. Courts in India use Common Law as a guiding principle – recommendatory, but not binding.

The requirements for a cause of action for a breach of confidence that are used by the Indian courts are borrowed from common law and are enunciated as follows:

- The information itself must have the necessary quality of confidence about it
- That information must have been imparted in circumstances imparting an obligation of confidence
- There must be an unauthorised use of that information to the detriment of the party communicating it

France –FI We don't have a legal framework for the protection of trade secrets yet, but we can protect via contract.

We use non-disclosure agreements (NDAs) or specific clauses that give the character of secrecy to information, when specific parties want to make information secret. Through those actions we can stop infringements, but specific law will only come with the directive.



Bob Freitas, pictured at the IR 'On the Road' 2017 Conference in Singapore.

QUESTION 3

What enforcement mechanisms are available in your jurisdiction for the protection of trade secrets?

France –FI In France, we have criminal proceedings for a director or employee revealing trade secrets. They will incur a two-year prison sentence and a fine of 30,000 Euros.

There is just this one enforcement mechanism, unless you seek damages through unfair competition. The directive will bring into force other mechanisms to stop infringement of trade secrets, and there will also be a provision for damages that may be ordered in case of trade secret infringement.

Also, if one party falsely claims for protection of a trade secret, there is the possibility that party may be sued for damages for an abuse of proceedings.

Germany –JCG We have the same situation in Germany, where the revelation of a trade secret is a criminal offence punishable by a fine or imprisonment for up to five years. In addition, we have a civil law statutory claim for damages and to prohibit the further revelation of trade secrets.

India –ES There are two types of criminal actions that apply in India. The first is a criminal breach of trust (Section 408), which carries a maximum imprisonment of up to seven years together with a fine under Indian Penal Code.

The second pertains to the breach of confidentiality and privacy (Section 72) under the Information Technology Act, in relation to any unauthorised access of information stored electronically without the consent of the disclosing party; and for tampering with source code (Section 65). Each of these carry a prison sentence of up to two years and/or a fine of up to INR 100,000.

In addition, there is a civil action that can be brought where a person can be prevented from further disclosure of trade secrets. Damages can be sought if there is wrongful possession of a trade secret and the perpetrator can be made to deliver up the secret.

Japan –KK In Japan multiple protections exist under civil and criminal law.

Under civil law there is;

- The right to seek an injunction (Unfair Competition Prevention Act, Article 3)
- The right to claim damage compensation (Articles 4 to 9)
- The right to demand measures to restore business reputation (Article 14)

On the condition that business interests have been infringed, it is possible to halt or prevent the infringement and demand the destruction of the articles that constituted the act of infringement or the removal of equipment used for the act of infringement.

When claiming damage compensation, the injured party making the claim must usually prove the amount of damage, but the Unfair Competition Prevention Act reverses the burden of proof. It is possible to presume the amount of damages to be an amount equivalent to the usage fees (royalties) for the trade secrets, had they been legally licensed.

Where a person's reputation has been intentionally or negligently injured, it is possible to request the necessary measures for restoring that person's business reputation, such as publishing an apology.

Under criminal law there is;

- Dual liability
- Statutory penalties

The statutory penalties for infringement of trade secrets are imprisonment for ten years or less, a fine of up to JPY 10 million, or both. Where a person has improperly obtained trade secrets for which he or she does not have access permissions, or has used or disclosed them under dual liability, the corporation to which the person belongs may also be levied with a fine of up to JPY 300 million.

US –TJK In the United States under the DTSA there are various relief options available. As noted above, the statute provides for injunctive relief and that may often be the most important, especially if it can be put in place quickly to prevent dissemination of the information claimed as a trade secret. Other relief available includes damages and even attorney's fees in certain situations. Interestingly, the statute makes clear that it does not take away the option for criminal sanctions, so there is still that potential option which could, where the facts support it, provide more of an impact than a monetary award.

One of the other interesting things is that the statute provides an avenue for relief in situations where the stolen trade secret is being used outside the US. As long as the theft took place in the US, or the accused person is a US citizen, the statute provides a mechanism to pursue the theft anywhere in the world. How this will play out, however, remains to be seen in that US laws generally are interpreted such that their extraterritorial reach is limited.

US –BF The DTSA has dramatically increased the options for trade secrets owners. Typically, in the past, trade secrets law was a creature of state law, but now we have a direct settlor right that doesn't depend on state citizenship. Any trade secret owner now has the right to go directly to Federal court – that's an important change.

Interestingly, in the US, most trade secrets cases have a fairly short life and it's typical that injunctive relief is a bigger part of what's being sought, as many cases end after the preliminary injunctive hearing. Remedies for damages are also available though and this can be important. If the plaintiff can stop the activity in its early stages, then often there aren't any damages that can be recovered.

QUESTION 4

What are the key takeaways from a business perspective when considering protecting trade secrets?

France –FI To protect trade secrets, we must show that the depositary or the owner of such a secret wants to keep it secret. There is also a need to show that no one has full access to the information and that it is split between different people of various seniority.

I recommend holding information sessions to emphasise the confidential nature of certain information to employees. A system should be implemented within the company to follow up the management of secrecy, since it is important to show that reasonable steps have been taken regarding these circumstances.

India –ES Technology transfer agreements often involve transferring trade secrets to a partner in a different jurisdiction. One thing we would recommend to our clients is to incorporate restrictive covenants in the agreements along with non-compete clauses, so the trade secrets are adequately secured and protected.

One other thing I would add here involves employees leaving the organisation. If they are in possession of a trade secret, then there should be an exit interview where the obligation to protect the secret is reiterated, while a signed declaration should be included as part of the exit agreement.

US –TJK One of the most important takeaways, in my opinion, relates to whether trade secret protection is the best way to go about protecting proprietary information. Certainly the new statute provides the bite of Federal law and, at least in theory, the consistency of application across the various judicial districts of the United States. However, the starting point – namely, that the information can be maintained in secrecy – can present challenges, especially where employees come and go and businesses are increasingly reliant upon cooperation among multiple entities to bring a product to market. In a great many industries technology changes and becomes obsolete very quickly. I often caution clients that protecting trade secrets is a tough road to go down. It involves jumping through hoops in an effort to ensure secrecy, and then hoping that no third party ever figures your secrets out or copies what you are doing.

Where the information comprises a patentable invention, protecting it by patent can frequently provide a more effective mechanism for enforcement. While a patent is limited in duration, often by the time the patent has expired a business has moved on to new methods or technology in any event. The relief available under the patent statute, and the judicial precedent associated with patent enforcement efforts can, in many cases, make addressing a competitor's unscrupulous actions easier than by way of attempting to enforce a trade secret.

US –BF In the US there are some distinct best practices that companies employ that are specific implementations of the principles already described. It's very common for companies to have formal exit meetings and exit agreements with employees, securing signatures on non-misappropriation and the like.

The basic principles are consistent and the implementation really turns on what's reasonable and what is needed to ensure the information remains secret.

Japan –KK Management and protection of trade secrets within the company is extremely important. This is supported by the fact that most information leaks are from within companies themselves

A study by Japan's Ministry of Economy, Trade and Industry in 2012, found that the top three routes for information leaks are through people leaving the company mid-career, through mistakes by current employees and by current employees for monetary purposes.

On the topic of reverse engineering, if there is a possibility of a third party discovering, through analysis of the products, technology that the company wants to protect, it is no longer appropriate to protect the information as a trade secret.

In this situation, the company should patent the information before the third party does. In other words, a key takeaway is to consider the possibility that the company's own technology may be independently developed by a third party.

It also goes without saying that concluding a confidentiality agreement is essential in situations where the company may disclose its confidential information to a trading partner. Such a confidentiality agreement should not merely impose confidentiality obligations; but should include specific requirements for the methods of storing confidential information and have provisions for audits of the other party's compliance with confidentiality obligations. We also recommend including penalties, because of the difficulty in proving the amount of damage caused by a leak.



Tim Kelly, pictured at the 2017 Annual Conference in Amsterdam.

QUESTION 5

How can businesses minimise the threat of being accused of trade secret theft or misappropriation?

Germany –JHG Most German companies rely on their compliance programmes, which include clear-cut regulations about trade secrets, how they are treated and what rules should not be violated. Usually these programmes are very tight, but not always effective, as was demonstrated with the recent Volkswagen scandal.

France –FI It is true that trade secrets don't grant exclusivity to anyone, so if you show you possess a secret and can establish you gained it by reverse engineering a product, then that is totally legal. If you can prove this it minimises the threat, since working honestly and in good faith to create the secrets yourself using creative activity should release you from accusation.

There are also dispensations if releasing the trade secret is in the public interest or important to uphold freedom of expression.

India –ES Organisations need to educate employees that the information received from clients is confidential and protected. They can also take measures to provide access on a need-to-know basis. Employees should also know that they shouldn't steal information and that sense of morality needs to be instilled.

US –TJK It may sound simple, but often the best way to minimise any potential threat is to innovate. Where that is not realistic, and where, for example, an attempt is made to reverse engineer, the business must document its efforts to ensure it can prove it has not misappropriated a competitor's information or technology.

Companies should also be careful who they hire, making sure they understand the backgrounds of their new employees, i.e., where they are coming from, whether they under any obligations to former employers, whether they have signed NDAs. If a company is accused of trade secret theft it must have a reasonable basis for establishing that the accused information was the result of independent development and not theft.

Japan –KK If a new employee is joining a company after leaving a competitor, they should confirm the contractual relationship between the new employee and the competitor he or she worked for previously and check whether any binding non-compete or confidentiality obligations exist.

They should also manage the new employee for a certain period after recruitment by restricting use of personal USB memory devices and confirming that any new ideas are not trade secrets belonging to the previous employer. Doing this allows the company to support its claim that it did not act intentionally or negligently if it should be sued.

When the company receives trade secrets from a trading partner, it should keep strict control over them and ensure that they do not contaminate the rest of the company by setting up a Chinese wall to separate departments that do not use the trade secrets.

Contacts

UK HEAD OFFICE

IR Global
The Piggery
Woodhouse Farm
Catherine de Barnes Lane
Catherine de Barnes B92 0DJ
Telephone: +44 (0)1675 443396

www.irglobal.com

info@irglobal.com

KEY CONTACTS

Thomas Wheeler
Managing Director
thomas@irglobal.com

Ross Nicholls
Business Development Director
ross@irglobal.com

Nick Yates
Contributing Editor
nick.yates@scribereconsultancy.com
www.scribereconsultancy.com

CONTRIBUTORS

Kenji Kuroda (KK)
Partner, Kuroda Law Offices
irglobal.com/advisor/kenji-kuroda

Timothy J. Kelly (TJK)
Partner, McCarter & English
irglobal.com/advisor/timothy-j-kelly

François Illouz (FI)
Partner, ISGE & Associés
irglobal.com/advisor/francois-illouz

Johann-Christoph Gaedertz (JCG)
Partner, Keil & Schaufhausen
irglobal.com/advisor/dr-johann-christoph-gaedertz

Robert Freitas (BF)
Partner, Freitas Angell & Weinberg
irglobal.com/advisor/robert-freitas

Eshwar Sabapathy (ES)
Managing Partner, S Eshwar Consultants
irglobal.com/advisor/s-eshwar

