Safex Group















Data Security Clause

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Safex Group

Data Security Clause

1. Document Control

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1	-		
2			
3			

SURKS 01/04/23



2. Data Security Clause for Employee

The Employee must take reasonable steps to ensure the physical security of personal data or other protected information under its control, including, but not limited to fire protection, physical damage and water damage. Alarm systems, locked files, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. Passwords, access logs, badges, or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data by ensuring limited terminal access. Limited access to input documents and output documents. The Employee must put all appropriate administrative, technical, and physical safeguards in place before the start date to protect the Privacy and security of protected information.

The Employee agrees to abide by and maintain adequate data security measures, consistent with standards and best practices within the industry, and to protect data from unauthorized disclosure or acquisition by an unauthorized person.

- Fire Safety
- Water Safety
- Data Protection
- Password Policy
- Access Controls

3. Confidentiality obligation for Employees (To be incorporated in Non-Disclosure Agreement)

- A. In order to perform all activities specified in the employment contract signed at the time of Joining, I am required to collect and/or process personal data.
- B. I am informed that any information that allows the identification of a natural person, either directly or indirectly, is considered personal data, including information such as identification number, location data, an online identifier or one or more characteristics specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- C. The Company has provided specific instructions with reference to the processing of personal data pursuant to the IT Rules (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information), 2011 (hereinafter referred as IT Rule, 2011 and other applicable rules and regulations.

Notwithstanding the above, which forms an integral part of the present agreement, I hereby undertake to:

- i. Collect and/or process personal data only according to the instructions received by the Company and, in any case, according to the applicable data protection provisions, including those set forth in the IT Rule 2011.
- ii. Process personal data in strict compliance with the law and the instructions received by the Company. In particular, I undertake to make sure that all the data processed as a result of the performance of my job is:

- processed only if and to the extent required to fulfill the purposes of processing ("data minimization");
- o always accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful access or processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures ("integrity and confidentiality").
- iii. Observe strictest confidentiality with respect to the personal data I shall collect, process, or access as a result of the performance of my job, and refrain from disclosing it to any other natural or legal person, including co-workers and other staff members, where the latter are not expressly authorized to access such data by virtue of instructions of the Company, contract or law.

This non-disclosure and confidentiality obligation is not subject to any time limits and shall survive the termination of my employment relationship.

I am aware that any infringement against this obligation or against the applicable law may result in significant fines pursuant to IT Rules 2011 or other applicable national legislation, and potentially cause damage to natural or legal persons, including the employer.

I am aware of the binding nature of the instructions provided by the Company and that the breach of any such instructions, as well as of the rules set out in the present document, may cause the imposition of disciplinary sanctions provided for in my employment agreement and by applicable law (including contractual fines), in addition to compensation for any damage caused as a result of such breach.

4. Enforcement

- a. Policy violations
- Violation of the Policy will result in corrective action from the management. Disciplinary action will be initiated consistent with the severity of the incident as determined by the investigation, and may include, but not limited to:
 - a. Loss of access privileges to information assets
 - b. Termination of employment or contract
 - c. Other actions deemed appropriate by Management
- Violation of the policy shall be reported to the IT Head

5. Document References

Non Disclosure Agreement	

