18 Mar, 2022

#### **Private & Confidential**

JAGADEESH JAGANI 1-57/318/A, Sai Nilayam, Sri Ram Nagar Colony, Block-A, Botanical gardens, Kondapur, Hyderabad, Telangana 500084

**Subject: Contract of Employment** 

### Dear JAGADEESH JAGANI,

We are pleased to offer you the position of **Software Engineer** with **Markit India Services Private Limited** (hereinafter referred to as "**the Company**") an affiliate of S&P Global, located at **Hyderabad - Purva Summit** subject to the necessary verification/checks and references where required. This offer expires if you fail to join by close of business on **23 May**, **2022**. In the event of you not clearing the pre-employment verification, or should the Company receive adverse reports from your earlier employers, or if you are deemed to have suppressed information furnished at the time of employment, irrespective of the time of it coming to the notice of the management, the employment offer stands terminated without notice.

Subject to the above, your base salary will be **INR 2,200,000.00** per annum. The detailed break up of your annual salary cost shall be as per details provided in <u>Annexure A</u> hereto. All statutory requirements of tax and all other statutory deductions existing currently or which may come into existence in future, will be deducted at source by the Company and will be complied by you. All funds paid to you will be after all such appropriate deductions have been made there from.

Depending on your position, additional employment requirements and background checks may be required as a condition of your employment. This offer is further contingent on your beginning employment with us on the start date and at the location listed above, unless otherwise agreed to with your manager. You may also be required to complete additional background checks as allowed by local law, throughout your employment with the Company.

#### **Annual Bonus Plan**

You will be eligible for a performance-based bonus. This bonus is NOT guaranteed, and any actual payment will be based upon your individual performance, as well as the performance of the team and the performance of the company as a whole. The details of the functioning of this bonus scheme will be communicated to you by your superior. The Company reserves the right to change the bonus plan and the target percentages at its discretion. You must be employed by the Company as on the date of payment in order to be eligible for this bonus.

The Company reserves the right to cancel or delay payment of awards pending the outcome of disciplinary procedures or investigations into matters that could be considered grounds for termination of employment or pay recovery as stated by the Pay Recovery Policy. Both short term and long-term performance awards are subject to claw back (recovery, including by means of repayment to the Company) during the relevant performance or time-based vesting period for the award, plus the 24-month period following the end of the relevant performance or time-based vesting period or discretionary award date. While your affirmation is not required for the Policy to apply, your acceptance of any award, grant or payment that is subject to the Pay Recovery Policy will constitute your consent to and acceptance of the application of such Policy.

You acknowledge and agree that the Company has the right to change your job duties, reporting relationships, and to require additional duties as necessary from time to time, in its sole discretion. In addition, your services may be liable to be transferred anywhere in India or abroad or any of the Institutions/Offices belonging to the Company. In the event that you are transferred, you will be under the administrative control of the institution to which you are transferred, and the service condition of that institution will be applicable to you.

In case of Non-Indian citizen, you will be required to submit evidence of your authorization to work in India, along with any other proof of identity that the Company may require. It is a condition of your employment that you maintain such authorization to work in India for the duration of your employment (unless you are permanently transferred to an office outside India).

There is no earlier period of continuous employment between you and the Company. This position is a full-time position and you shall not (either solely or jointly with any other person, firm or company and whether directly or indirectly) carry on or be engaged in or interested in any other business during the period of your employment with the Company.

You will be on probation for a period of 6 months and after expiry of your probationary period, it will be on the discretion of the management, either to confirm your services or extend your probationary period. If you do not receive any communication stating an extension of your probation period, you would be deemed confirmed on completion of 6 months from your date of joining.

As an employee of the Company, you agree to abide by the policies of the Company as existing currently or which may come into existence in future as outlined in the Company employee handbooks.

Also as an employee of the Company, you will have access to certain confidential information of the Company and its affiliates and you may, during the course of your employment, develop certain information or inventions which will be the property of the Company. To protect the interests of the Company, you hereby agree to sign our standard Employee Confidentiality, Non-Compete and Invention Agreement as a pre-condition of your employment with the Company. We wish to impress upon you that we do not want you to, and we hereby direct you not to bring with you any confidential or proprietary material of any former employer which may be in violation of any obligations that you may have to any former employer.

As further detailed in <u>Annexure B</u>, Section 5, you will not, while an employee of the Company, and for a period of twelve months after the termination of your employment:

Directly or indirectly hire or attempt to obtain the withdrawal from the Company or its affiliates of any other employee or contractor of the Company, contrary to the interest of the Company. Directly or indirectly solicit, interfere or endeavor to entice away from the Company or its affiliates, any customers of the Company or its affiliates.

In addition, should your employment be terminated, and should you fail to return any equipment owned by the Company. Upon termination, or should your vacation time taken be in arrears, you agree to appropriate reimbursement of such debt to be deducted from your last pay disbursed to you from the Company.

This offer letter does not entitle you to employment for any specified period of time. During your probation period, your employment may be terminated by a one month notice from either you or the Company or salary (one month base salary) may be paid by the Company or collected from you in lieu of such notice. After the probation period, your employment may be terminated by two months' notice from either you or the Company or salary (two months base salary) may be paid by the Company or collected from you in lieu of such notice. The Company reserves the right to require you to increase or decrease this notice period anytime during the course of your employment. Continuity of your employment will be subject to and conditional upon you accepting these changes.

In the event that you resign from employment with the Company, the Company may consider relieving you with shorter notice, if the Company so desires, in which case you shall be paid pro-rata for the days you provide services to the Company. Further the Company may at its discretion require that upon termination of your employment by the Company without cause you do not attend to any matters or enter the premises of the Company without the prior written consent of the Company.

The Company may initiate Performance Improvement Plan or dismiss your services without notice if you do not perform the duties assigned to you satisfactorily and meeting standard expectations; you violate any terms of employment and/or this offer letter; you are guilty of dishonesty, theft or fraud, serious neglect or gross misconduct, willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable order of a superior; you go on an illegal strike or incite, abet or instigate or act in furtherance thereof in the course of your employment and/or in connection with the Company's business or property; you are convicted or charged with a criminal offence or an offence involving moral turpitude; you, expressly or by implication, repudiate this offer letter; you act in such a way (whether or not in the course of your employment) as to bring disrepute to the Company, its parent company or its subsidiaries or affiliates, if any; you are habitually absent, or you proceed on leave without prior sanction from the Company or over-stay the sanctioned leave; you commit any act subversive of discipline and efficiency or any act involving moral turpitude on the premises of establishment, such as drunkenness, riotousness, disorderly or indecent behavior, gambling within the office premises, or sleeping while on duty; you threaten or intimidate any employee, whether directly employed by the Company, or any partner/vendor organization; or you take or give a bribe or get involved in any illegal gratification. For these purposes, any breach of the Company's compliance procedures or the regulatory rules applicable to the Company, will result in disciplinary action up to and including dismissal without notice.

Please refer to retirement policy and guidelines as applicable on employees at the Company, India. This policy can be revised from time to time as per government rules & regulations. Should you have any queries, please discuss with your regional HR department.

Female employee will be eligible for all the benefits, as applicable under the provisions of the Maternity Benefit Act, 1961, and the Rules made there-under, as amended from time to time.

All employees are required to adhere to the Company's Code of Business Ethics (the "Code") and Securities Disclosure Policy throughout their employment, including any notice periods (whether worked, not worked or "garden leave"). The purpose of the Code of Business Ethics and the Securities Disclosure Policy is to establish guidelines reasonably designed to identify and prevent recipients form breaching any applicable fiduciary duties and to deal with other situations that may pose a conflict of interest or the appearance of a conflict of interest. Failure to comply with Company policies, including the Code and Securities Disclosure Policy, may result in disciplinary action up to and including termination of employment. All violations or potential violations of the Code of which you become aware, should be reported promptly to the People Team. Each year, you will be required to sign or otherwise indicate your assent to an Affirmation Statement to confirm that you have reviewed the Code and understand your continuing obligation to comply with its terms. Periodic certifications relating to the Securities Disclosure Policy are also required. Please note that the Securities Disclosure Policy includes requirements that may extend to an employee's immediate family (as defined in the policy). To the extent that the Code and Securities Disclosure Policy, or compliance therewith, would be inconsistent with applicable law, applicable law will govern.

The Company collects, processes and uses personal data of the Employee for purposes of execution of the employment and in connection with the employment as permitted under applicable data protection law. The Employee acknowledges their awareness that their personal data will be handled in accordance with the S&P Global Employee Privacy Policy (Applicable to U.S., India and Pakistan), which is available on the Company's intranet, describes how and for which purposes the Company processes personal data in connection which the employment and which rights and options the Employee has in this respect. The Company updates its policies from time to time. If you have any questions about the applicable Policy now or in the future, please contact <a href="https://example.com">HRPrivacy@spglobal.com</a>.

This letter shall be governed by the laws of India and shall be subject to the jurisdiction of the courts at Gurugram for the Company. In case of any change in address during the course of employment, it will be your duty to inform the Company in writing immediately. All communications sent to you at the last given address will be deemed to have been received by you.

Please acknowledge this offer in the space below and sign the attached Employee Confidentiality, Non-Compete, Non-solicitation and Innovations Agreement (<u>Annexure B</u>). Please retain a copy for your files.

Welcoming you to the organization and looking forward to a long and happy association.

Sincerely,

#### Reema Malhotra

Senior Vice President - Human Resources, India

I have read and understand this offer letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as a part of my employment offer except as specifically set forth herein.

Name:	MOHIT SHARMA		
Signature	:	Date:	

### **ANNEXURE A**

Name: JAGADEESH JAGANI
Job Title: Software Engineer

Work Location: Hyderabad - Purva Summit

Date of Joining: 23 May, 2022

## **COMPONENTS AMOUNT (INR)**

Basic: 880,000HRA: 440,000Interim Bonus: 0

- Employer's Contribution to PF: 105,600
- Flexible basket\*\*:774,400
- Total Base Pay (A): 2,200,000
- Gratuity @4.8% of Basic (B): 42,240
- Insurance Premium (C): 53,855
- Total Fixed Cost to Company (A+B+C): 2,296,095

#### \*\*FLEXIBLE BASKET

- Leave Travel Allowance: Flexible up to 10% of Basic
- Telephone Allowance: Flexible up to 24,000 per annum
- Books & Periodicals Reimbursement: Flexible up to 24,000 per annum
- Children's Education Allowance: Flexible (INR 100 per child. Up to 2 Children i.e., INR 200 pm)
- Professional Development: Flexible up to 50,000 per annum
- National Pension Scheme: Flexible up to 10% of basic per annum
- Meal Card: Either 0, 13,200 or 26,400 per annum
- Special Allowance Balancing figure

### NOTE:

- 1. You and your family will be eligible for medical and other insurance programs as established by the Company that are effective as of the date of joining mentioned in Annexure-A above. You will be provided details of the benefits at a later stage by the Company and you may need to execute documents in relation to the same. Benefit programs are subject to change and amendment by the Company at its discretion.
- 2. Interim bonus paid only for monthly Basic pay lower or equal to INR 21,000.
- 3. For non-Indian passport holders, PF is calculated on Basic and Special allowance.
- 4. Flexi Basket balance amount is paid as special allowance which is fully taxable.

### **ANNEXURE B**

## **EMPLOYEE CONFIDENTIALITY, NON-COMPETE AND INNOVATIONS AGREEMENT**

In consideration of my employment or continued employment, increases in compensation, and/or other good and valuable consideration (the receipt and sufficiency of which are recognized and agreed), as the case may be, with the Company or its subsidiaries or affiliates, now existing or hereafter created or acquired (collectively "the Company"), I hereby agree as follows:

- 1. Proprietary Information. I understand and acknowledge that:
- (a) My employment creates a relationship of confidence and trust between me and the Company with respect to certain information applicable to the business of the Company or the Company's clients.
- (b) The Company possesses and will continue to possess information that has been created, discovered or developed by, or otherwise known to, the Company (including, without limitation, information created, discovered, developed or made known by me during the period or arising out of my employment by the Company, whether before or after the date hereof), which information has commercial value in the business in which the Company is engaged or any prospective business of the company and is considered by the Company to be of a confidential, proprietary and/or trade secret nature. All such information is hereinafter called "Proprietary Information," which term, as used herein, shall also include, but shall not be limited to, trade secrets, processes, formulae, data, computer programs, know-how, copyrights, improvements, inventions, marketing plans, strategies, forecasts, new products, financial statements, projections, prices, costs, customer, supplier and prospect contacts and lists. "Proprietary Information" as used herein shall also include but not be limited to information of third parties made known to me during the period of my employment by the Company, whether before or after the date hereof, which was provided to the Company under the expectation that the Company would protect the confidentiality thereof. Any inventor notebooks or similar records of Innovation (as that term is defined below) are to be considered "Proprietary Information."

2. <u>Protection of Proprietary Information</u>. At all times, both during my employment by the Company and after its termination, I will keep in strictest confidence and trust all Proprietary Information and I will not use or disclose any Proprietary Information without the written consent of the Company, except as necessary to carry out my duties.

Restrictions on Investments. During my employment by the Company, I will not deal in securities or make any other investments on the basis of insider information known to me as a result of my employment with the Company. I further agree that during my employment by the Company, I will not engage in trading in any oil, gas or mineral interests or related activities in competition with the business of any client or prospective client of the Company; provided the foregoing shall not restrict my ownership of less than 5% of the issued and outstanding stock of a corporation if such stock is listed on a national securities exchange or regularly included in the national list of overthe-counter securities published in a newspaper of general circulation.

- 4. <u>Documentation</u>. In the event of the termination of my employment for any reason, I will deliver to the Company all documents, notes, inventor notebooks, invention disclosure forms, drawings, formulae, computer programs, data, and other materials of any nature pertaining to any Proprietary Information or to my work with the Company, and will not take any of the foregoing, or any reproduction of any of the foregoing that is embodied in a tangible medium of expression.
- Non-Competition and Non-Solicitation. During my employment by the Company, and for a period of twelve 5. months following termination of my employment, whatever the reason for such termination, I will not (i) directly or indirectly, or as a stockholder, partner, employee, consultant or participant in any business entity, engage in or assist any other person or entity to engage in any business in which my Employing Business Group (as defined below) is engaging or actively planning to engage in at the time of my termination, or (ii) solicit or attempt to entice away from my Employing Business Group, or otherwise interfere with the business relationship of my Employing Business Group with, any person who is, or was during the term of my employment, a customer or employee of, consultant or supplier to, or other person or entity having material business relations with, my Employing Business Group. For the purposes of this Agreement, "Employing Business Group" shall mean the unit(s) of the Company in which I was employed, that I managed and/or to which I provided significant services during the twelve months prior to the termination of my employment with the Company. Although I acknowledge and agree that the restrictions herein are reasonable, to the extent that any part of this paragraph 5 may be invalid, illegal or unenforceable for any reason, it is intended that such part shall be enforceable to the maximum extent that a court of competent jurisdiction shall determine that such part, if more limited in scope, would have been enforceable, and such part shall be deemed to have been so written and the remaining parts shall as written be effective and enforceable in all events.
- 6. <u>Disclosure of Innovations</u>. I will promptly disclose to the Company all discoveries, developments, designs, improvements, inventions, products, formulae, processes, techniques, business methods, computer programs, strategies, know-how, data and brands, whether or not patentable, protectable or registrable under copyright, patent, trademark, trade secret or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, in whole or in part, during the period of my employment or within a period of six months thereafter, that are related to the business or prospective business of the Company, result from tasks assigned to me by the Company, or result from the use of premises or property (including computer systems and engineering facilities) owned, leased or contracted for by the Company (referred to as "Innovations").
- 7. Ownership of Innovations. Company shall be the owner of the work product and Innovations created, developed, prepared or submitted by me, in whole or in part, to the Company during the term of my employment with the Company. The Company shall also be the owner of all intellectual property rights in such work product and Innovations, including all rights of copyright, patent, trademark, trade secret, patent and other similar legal protections therein along with their foreign counterparts (including patents, utility models and industrial designs), continuations, divisional, and extensions (hereinafter referred to as "IP Rights"). It is my intention and that of the Company that the work product and Innovations constitute "a work made for hire" and the Company shall be the "First Owner" as defined under section 17 of the Copyright Act, 1957 including any amendments thereafter irrespective of me being hired as a consultant or for part-time employment. Moreover, I hereby agree to assign, and by these presents, do assign to the Company without further consideration all of my worldwide right, title and interest

in and to such work product, Innovations and IP Rights. I shall assist the Company in every proper way as to all such Innovations to obtain and from time to time enforce IP Rights relating to said Innovations in any and all countries, and to that end I will execute all documents as the Company may desire, together with any assignments thereof to the Company or persons designated by it, and the Company shall reimburse me for any reasonable out-of-pocket expenses incurred by me in connection therewith. My obligation to assist the Company as provided herein shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for time actually spent by me at the Company's request. If the Company is unable, after reasonable effort, to secure my signature on any documents or documents needed to apply for or prosecute any IP Right or similar protection relating to a work product or Innovation for any reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of any IP Right or similar protections thereon with the same legal force and effect as if executed by me and I hereby ratify, affirm and approve all such lawfully permitted acts accordingly.

- 8. <u>Use of Confidential Information of Other Persons</u>. I represent that I have not brought and will not bring with me to the Company or use at the Company any proprietary information or trade secrets of any other persons or entity, unless express written authorization from such other person or entity for their possession and use by the Company has been obtained. I also understand that I am not to breach any obligation of confidentiality that I have to any such person or entity and agree to fulfill all such obligations during the period of my affiliation with the Company
- 9. <u>Assignment</u>. This Agreement and the rights and obligations of the parties hereto shall bind and inure to the benefit of any successor(s) of the Company, including, but not limited to any purchaser of the stock or assets of any of the Company's businesses. Neither this Agreement nor any rights or benefits hereunder may be assigned by me.
- 10. <u>Complete Agreement; Amendments</u>. The foregoing is the entire agreement of the parties with respect to the subject matter hereof and may not be amended, supplemented, canceled or discharged except by written instrument executed by both parties hereto.
- 11. No Employment Agreement; Enforcement. I understand that nothing contained in this Agreement shall confer upon me any right with respect to (i) the continuation of my employment by the Company, or (ii) the terms and conditions of my employment by the Company, or interfere in any way with the right of the Company at any time to terminate such employment or to increase or decrease my compensation or benefits. In the event of a breach or threatened breach by me of any provision of this Agreement, the Company shall be entitled to apply to any court of competent jurisdiction for a temporary and/or permanent injunction restraining me from such breach or threatened breach, but nothing herein contained shall be construed to preclude the Company from pursuing any other available remedy for such breach or threatened breach in addition to, or in lieu of, such injunctive relief. The Company shall be entitled to recover from me its reasonable attorney's fees incurred in pursuit of any successful claim of breach of any provision of this agreement.
- 12. <u>Interpretation</u>. It is my desire and intent that the provisions of this Agreement shall be enforced to the fullest extent permissible in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement is found to be invalid or unenforceable, such provision shall be deemed to be deleted, and the remainder of this Agreement shall continue in full force and effect.
- 13. <u>Governing Law</u>. This Agreement shall be governed by, and construed and enforced in accordance with the laws of India



IP & Confidentiality Undertaking between yourself and the Company is effective from the date of signing this agreement. The provisions contained in this Undertaking are supplemental to the terms and conditions of your current employment contract with the Company and will become effective immediately. In the event of conflict between the provisions contained in this Undertaking and any other documents entered into between the parties, the provisions of this Undertaking will prevail.

Please indicate your acceptance of the content of this letter by signing below.

Yours sincerely,

#### Reema Malhotra

Senior Vice President - Human Resources, India

I acknowledge that I have received my personal copy of the Company IP & Confidentiality Undertaking and understand that each Company employee must understand and follow the principles, guidelines and standards detailed in the Undertaking.

I hereby expressly declare that I have sufficient knowledge of English to fully understand the received documentation.

Name:	JAGADEESH JAGANI		
Signature	:	Date:	

## **COMPUTER INTERNET & E-MAIL POLICY**

#### Introduction

Computer equipment and electronic communications devices are used in all aspects of working life; they are essential business tools which make communication between colleagues, to and from customers and third parties easy and efficient. However, all of these devices are open to misuse and abuse and so we have adopted a policy designed to define acceptable use. We hope that in most cases what is acceptable and unacceptable will be a matter of common sense. Colleagues should also be aware of the Company Securities Policies, Procedures, Guidelines and Forms (available to view on employee intranet).

#### Risks

Files stored on computers or on shared networks are business records and therefore belong to the Company. They have the same legal status as other more traditional forms of communication and may be disclosable to legal or regulatory authorities, or used in furtherance of disciplinary processes. Deletion from the user's in-box or archive does not destroy the text of the message. Deletion of an e-mail does not mean that the message has been obliterated.

No electronic communication is fully secure. This means that information stored or carried over networks may be the subject of accidental or intentional interception or misdelivery. It may also be the case that third parties wish to



introduce viruses into the Company computer systems. We wish to minimize these risks and colleagues are expected to play their part by taking sensible precautions and observing the terms of this policy.

### **Physical Security**

Portable computer devices are particularly theft attractive and if not looked after can be easily lost or damaged. If you have been issued with a laptop, PDA, Blackberry or mobile phone, you must take due care and attention to ensure that it is kept safe and secure at all times, especially when travelling. Simple measures can greatly enhance physical security such as not using or displaying laptops in isolated or dangerous areas. Care should be taken when using computer equipment on public transport, apart from the risk of theft confidential information may be viewable to fellow travelers. Do not leave laptops on view in cars.

## 'Soft Security'

Whether using a desktop, portable or other device you should be aware that computer systems in use at work contain company confidential information and possibly confidential information about customers and colleagues. Accordingly, colleagues are responsible for ensuring that basic security measures are taken such as regularly changing passwords, not leaving confidential material open and easy to view whilst they are away from their desks, ensuring that they have logged out when leaving the workplace and taking other reasonable actions to prevent unauthorized access. It may also be necessary for users to ensure that back-up procedures are in operation when using remote devices or laptops.

#### **Programmes and Software**

The Company provides operating systems and programmes suitable for work purposes. These must not be tampered with or deleted. Employees are not permitted to download or install programmes, including instant messenger programmes, screen savers, photos, video clips and music files. Downloading entertainment software is forbidden.

### Use of the Web

Care should be taken when accessing web pages, when a web-site is visited then 'cookie's, 'tags' or 'web beacons' may be enabled to allow the site owner to identify and monitor visitors. You should not use a web based systems to download any documents, images or files which on the widest interpretation could be regarded as offensive (e.g. sexually explicit material). As a general rule, if any person might be offended by the contents of a web page or

downloaded image, or if it would cause embarrassment if made public then viewing it will be a breach of this policy and may be regarded as a disciplinary offence. On-line gaming or gambling is strictly forbidden.

## Use of e-mail Facilities

E-mail is an essential business tool, but an informal means of communication and for this reason must be used with care. Despite the obvious convenience it is important to consider whether an e-mail is the correct medium for each particular communication. Assuming it is then e-mail communications should be written professionally, as would a letter or fax.

On no account should an e-mail be sent containing any abusive, obscene, pornographic or discriminatory material, it is immaterial that the sender may regard the message as humorous and expect the recipient not to be offended in any way. If you receive such messages then they should be deleted immediately and you should discourage the sender for transmitting further similar messages to you.

The Company has the right to have access to any e-mail sent and/or received using the e-mail provided by the Company and also to navigate internet information, when the company has any suspicion of an infringement of this Policy, unfair competition practices, and in general under any used done against the good faith. The Company has



the right to have the mentioned access, even when the labour contract had terminated, and for a period of five (5) years thereafter. The content of these communications can be used by the Company to defend its legitimate interest and to defend the interest of any company belonging to the Group.

### **Personal Use and Monitoring**

The Company recognizes that colleagues may wish to make personal use of the e-mail systems and the internet. A modest amount of personal use is acceptable provided it meets these criteria:

- Use must be minimal and be conducted substantially outside of business hours (e.g. during the course of breaks);
- Use must not interfere with the normal duties of the job;
- Personal e-mails should be labelled as "personal" in the subject header;
- Use must be compliant with this policy;

Whilst incidental personal use is acceptable, within the above limits, there can be no expectation of privacy as the Company reserves the right to review, intercept and access all messages received or sent over its computer systems. This includes the contents of downloaded information, e-mail etc. We reserve the right to retrieve the contents of messages or check searches which have been made on the internet in order to: monitor whether usage of the e-mail system and internet is legitimate and in accordance with this policy; to find lost messages or to retrieve messages lost due to computer failure and to assist in the investigation of wrongful acts; or to comply with any legal obligation(s).

#### Inappropriate Use

Misuse or abuse of the Company's computer systems or inappropriate use of the e-mail and internet is a breach of this policy and is likely to result in disciplinary action. Misuse of the internet can in certain circumstances constitute a criminal offence and where this is the case the law enforcement agencies will be informed. In particular, misuse of the e-mail system or inappropriate use of the internet by viewing, assessing, transmitting or downloading pornographic or otherwise obscene or offensive material will amount to gross misconduct and disciplinary procedures will be initiated.

#### Colleague Responsibilities

- To observe basic security procedures when using computers and electronic communication devices
- Not to introduce software or programmes onto any work computer, unless you have permission from your manager to do so
- Not to make excessive personal use of the internet or the Company e-mail system
- To keep all personal use within the bounds of acceptability, as defined by this policy

### **Management Responsibilities**

- To ensure that colleagues who are using computers are taking due care to ensure the safety and security of the Company assets
- To remind colleagues of the need to change passwords regularly and to ensure that important documents are stored securely on PC's shared drives or lap tops
- To remind colleagues of what is considered to be acceptable use in terms of both time spent on personal usage and content of pages viewed on the web or e-mails sent and received
- To liaise with HR if it is apparent that a colleague is not adhering to this policy

Name:	JAGADEESH JAGANI		
Signature:		Date:	

This is a system generated contract and does not require to add a digital signature.