



# Policy on Confidentiality and Intellectual Property

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## Information Classification

Confidential	
<input type="checkbox"/>	Business Confidential
<input type="checkbox"/>	Business Proprietary
<input type="checkbox"/>	Function Confidential
<input checked="" type="checkbox"/>	Function Proprietary
<input type="checkbox"/>	Client Confidential
<input type="checkbox"/>	Client Proprietary
<input type="checkbox"/>	Employee Confidential (Personal)
<input type="checkbox"/>	Employee Sensitive
Public	
<input checked="" type="checkbox"/>	Public (Clients, Suppliers and General Public)

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## 1. Purpose and Interpretation

1.1 This policy sets out the terms and conditions upon which the associate has access to Confidential Information owned by Trianz or Trianz Clients. The Associate also agrees that Trianz has ownership of all intellectual property invented or created by the Associate during the tenure of employment at Trianz.

1.2 The applicability of this agreement shall include all Trianz affiliates and client sites.

1.3 The following words have these meanings in this Policy, unless the contrary intention appears.

Confidential Information means the information which is made available only to authorized persons, both within and outside the organization (for example, a client or a third party service provider), distribution of which is on a "Need to know" basis, and of which Trianz derives economic or strategic value, from not being known to public or has a character such that Trianz has a legitimate interest in preserving its confidentiality nature, including but not limited to;

- Financial marketing, sales, merchandising, and technical Information;
- Ideas, concepts, and techniques;
- Artwork, sketches, drawings, reports, and models;
- Inventions, know-how, and processes;
- Technologies, apparatus, and equipment;
- Algorithms, software programs, software source documents and formulae, whether relating to current, proposed or future products/applications or services of Trianz;
- Research, experimental work; development, design details, and specifications;
- Engineering, procurement requirements, purchasing manufacturing;
- Client lists;
- Business forecasts and marketing plans;
- Any information of a client of Trianz which may be made known to the associates during their employment by Trianz and which would be considered by the client to be of a confidential nature;

But excludes information that:

- Enters the public domain without any breach of this Policy, or
- Was known to the Associate prior to its initial disclosure for the purposes of this Policy without the Associate is under any obligation to maintain its confidentiality

Intellectual Property law includes all rights in relation to patents, copyrights, registered designs, registered and unregistered trademarks, trade secrets, know-hows, Confidential Information and all other intellectual property as defined in article 2 of the convention, establishing the World Intellectual Property Organization of July 1967, including, without limitation, moral rights, and any right to register those rights, whether created before or after the date of this Policy, whether existing in India or in any other country, and in all cases for the duration of

those rights. Related corporation, meaning another corporate body that is a related body or corporate, of Trianz pursuant to the Corporations Law.

1.4 In this Policy:

- A reference to this Policy includes any variation of it;
- A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

Singular includes plural and vice versa; and the word person includes a firm, a body corporate, an unincorporated association or an authority.

1.5 Headings are inserted for convenience and do not affect the interpretation of this Policy.

## 2. Obligations of Confidence

2.1 The Associate agrees that all Confidential Information will remain the sole property of Trianz.

2.2 The Associate agrees that as a condition of the Associate's employment with Trianz, the Associate

- Will hold all Confidential Information in the strictest confidence, and will not, without prior written consent of Trianz disclose, give, divulge, publish or reveal the Confidential Information or any part of it to any person;
- Will do or take all steps and actions as may from time to time be necessary to maintain the confidential nature of information and ensure compliance with all the obligations as listed under this Policy.
- Will refrain from doing or taking any steps or actions, which may lead to the breach of any of its obligations under this Policy
- Will not use or reproduce any of the Confidential Information for any purpose other than the performance of the Associate's duties with Trianz.

2.3 The Associate undertakes to return all documents and other materials in the possession of the Associate relating to or containing any Confidential Information (whether or not such documents were created by Trianz) and the Associate undertakes not to retain any copies or replicas of any such documents or materials. Return of such documents and other materials does not release the Associate from the obligations under this Policy.

## 3. Intellectual Property

3.1 The Associate assigns to Trianz all existing and future intellectual property rights to the Intellectual Property created or generated by the Associate during his/her tenure of employment with Trianz.

3.2 The Associate shall abide as reasonably requested by Trianz to ensure intellectual property rights are assigned to Trianz.

3.3 The Associate agrees that:

- Activities undertaken by the Associate in the course of carrying out his or her duties as an associate of Trianz may result in the invention or creation of Intellectual Property;
- Any inventions or creations that the Associate may invent or create in the course of carrying out his or her duties as an Associate of Trianz or which were invented or created using any of Trianz's equipment, supplies,

facilities, or Confidential Information, will fully and freely and immediately be communicated by him or her to Trianz and be Trianz's absolute property: and

except as is necessary to comply with any of the network's requirements under the following paragraph, the Associate will not at any time either directly or indirectly, whether during the Policy or after its cessation apply for the registration of Intellectual Property rights for any of those inventions or creations;

- The Associate will assign to Trianz or any related corporation nominated by Trianz any Intellectual Property it may have in respect of the inventions and creations; and
- At any time, during the period of the Policy or after its cessation, at the request of Trianz, execute all documents and do all acts and things, including but not limited to appointing Trianz to act on behalf of the Associate by a power of attorney, as Trianz may reasonably request, in connection with the obtaining of Intellectual Property for the inventions or creations and the vesting of them in Trianz or any related corporation for its exclusive benefit, or in connection with any litigation or controversy relating to the inventions and creations: and
- If any Intellectual Property in respect of any of the inventions and creations are at any time, whether during the Agreement or after its cessation granted to it, immediately assign them to Trianz or to a related corporation.
- The Associate agrees to grant Trianz a royalty free, irrevocable, worldwide license in relation to any invention or creation in which the Associate currently holds the Intellectual Property, and which the Associate has knowingly incorporated or permitted to be incorporated into a creation or invention in which Trianz has Intellectual Property pursuant to Clauses 3.1, 3.2, 3.3. Further, the Associate will not incorporate or permit to be incorporated, such creations or inventions without the prior written approval of Trianz.
- The Associate warrants that he or she will not violate the Intellectual Property or use Confidential Information of any third party in the course of performing his or her duties.

#### **4. Data Privacy Norms**

The associate understands and acknowledges that the Company is obligated to protect the data of itself, its clients and any other party, including various individuals as may be required by the laws of various countries. During the course of his/her employment with the Company and thereafter, he/she may come into the possession of certain confidential information belonging to the Company or its clients, partners, vendors, associates, contractors etc, including but not limited to trade, customer/client lists, supplier lists and prices, pricing schedules, methods, processes, or marketing plans, salary, or other personal or sensitive information ("Confidential Information"). The associates hereby agrees that they will at no time, during or after the term of their employment with the Company, use Confidential Information for his/her own benefit or the benefit of others, or disclose or divulge Confidential Information to others.

The associate agrees to

- (a) use Confidential Information in strict confidence;
- (b) protect the security, integrity, and confidentiality of Confidential Information;
- (c) not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except for the benefit of the Company; and
- (d) use Confidential Information in accordance with the data privacy rules and regulations of various countries including India, USA, Canada, UK and European Union.

The associate understands that this obligation is to not disclose confidential, personal or sensitive information. The associate understands that all employees of the Company would be obligated to comply with both local and international laws where the Company is engaged in a business. Upon termination of their employment, the associate will not retain any copies of Confidential Information and will return to the Company all documents relating to the Company's business, including but not limited to: reports, manuals, drawings, diagrams, blueprints, correspondence, client/customer lists, computer programs and all copies of such materials obtained by me or that came into my possession during my employment. Without prejudice to any other rights that the Company may have, violation of this policy by the associate will entitle the Company to seek an injunction to prevent the associate from disclosure of any information provided hereby under this and other provisions, and entitle the Company to other legal remedies, including but not limited to attorneys' fees and costs. The associate understand that this Data Privacy Policy shall be binding upon all associates of the Company. Any changes or updates can only be carried out by the Company's management and shall be intimated to all associates. The associate understands that this policy will complement all other Non-Disclosure Agreements, business service agreement, elaborated explicitly or implicitly across all these documents that the associate has signed during his/her employment with the Company and here by agree to comply with the Company's Information Security Policy, Acceptable Usage Policy, Data Protection Policy, Privacy Procedure, Breach Notification Procedure and all other confidentiality and data privacy requirements of the Company, its clients and their end customers.

## **5. Indemnity**

The Associate shall indemnify TRIANZ and keep TRIANZ indemnified against all losses, costs, expenses, claims and liabilities whatsoever which TRIANZ may suffer or incur in connection with the Associate's breach of any of his/her obligations under this Policy.

## 6. Continuing Obligations

The Associate's obligations under this Policy are continuing obligations and would survive termination of the Associate's employment with Trianz

### 6.1 Governing Law

This policy shall be governed by the confidentiality, intellectual property and data privacy laws of India, USA, GDPR and International Laws of all Trianz's clients and their end customer's country specific Laws who is touched by Trianz services and the Law of the land of the, country, state, county/town of the Trianz office location of the Associate, who signs this agreement and the jurisdiction limits will be Trianz office location of the Associate.

### 6.2 Miscellaneous

Waiver and variation a provision of a right created under this Policy may not be

- a) waived except in writing signed by the party granting the waiver; or
- b) Varied except in writing signed by the parties, notices any notice, approval, consent or other communication in connection with this Policy shall be in writing and must be delivered personally or left at the address or the addressee or sent by pre-paid ordinary post to the address or the address indicated at the beginning of this Policy or such other address as the addressee may from time to time notify to the other party for the purpose of this clause. This Policy and the provisions herein shall be in addition to any other Policy between the parties herein.

## For Trianz Process Improvement Group (TPIG) Purpose Only

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