

Privacy and Confidentiality Policy

Category: Applies to Tredence Analytics Solutions Pvt. Ltd.

Objective:

Tredence believes that any employee should be aware of the nuances of privacy and confidentiality when they become part of Tredence. This policy lays down guidelines for what constitutes as privacy & confidentiality policy

Scope:

This policy applies to all members of Tredence Analytics Solutions Pvt. Ltd. India herein referred to as “employees”. (For the purpose of this policy, “employees” stands for all working at Tredence Analytics Solutions Pvt. Ltd. - full time regular employees, only)

The policy is divided into the following sections;

- Section I** – Basic Clauses
- Section II** – Guidelines
- Section III** – Violation Redressal Process

Section I. Basic Clauses

The employees sign a PIIA (Proprietary Information and Inventions Agreement) on the day they join.

1. I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing
 - **“Proprietary Information”** shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, its affiliated entities, customers and suppliers, including but not limited to information relating to products, processes, know-how, designs, formulas, methods, developmental or experimental work, improvements, discoveries, inventions, ideas, source and object codes, data, programs, other works of authorship, and plans for research and development. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to

whom I have an obligation of confidentiality unless consented to in writing by that former employer or person

2. ASSIGNMENT OF INVENTIONS.

- **Proprietary Rights.** The term “Proprietary Rights” shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.
- **Inventions.** The term “Inventions” shall mean all trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques.
- **Prior Inventions.** I have set forth on Exhibit A (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, made prior to the commencement of my relationship with the Company that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as “Prior Inventions”). If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my relationship with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.
- **Assignment of Inventions.** Subject to Section 2.6 and except for those Inventions which I can prove qualify fully under the provisions of Republic of India, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto). I will, at the Company's request, promptly execute a written assignment to the Company of any such Company Invention, and I will preserve any such Invention as part of the Proprietary Information of the Company (the “Company Inventions”).
- **Obligation to Keep Company Informed.** I will promptly and fully disclose in writing to the Company all Inventions during my employment or consulting relationship. I agree to assist in every proper way and to execute those documents and take such acts as are reasonably requested by the Company to obtain, sustain and from time to time enforce

patents, copyrights and other rights and protections relating to Inventions in India or any other country.

- **Government or Third Party.** I also agree to assign all my right, title and interest in and to any particular Invention to a third party, including without limitation, as directed by the Company.
3. **NO CONFLICTING OBLIGATION.** I represent that my performance of all the terms of this Agreement and as an employee of or consultant to the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my relationship with the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.
 4. **RETURN OF COMPANY DOCUMENTS.** Upon termination of my employment or consulting relationship with the Company for any reason whatsoever, voluntarily or involuntarily, and at any earlier time the Company requests, I will deliver to the person designated by the Company all originals and copies of all documents and other property of the Company in my possession, under my control or to which I may have access. I will not reproduce or appropriate for my own use, or for the use of others, any property, Proprietary Information or Company Inventions.
 5. **LEGAL AND EQUITABLE REMEDIES.** Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.
 6. **Any notices** required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.
 7. **EMPLOYMENT.** I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by or consulting relationship with the Company, nor shall it interfere in any way with my right or the Company's right to terminate my relationship with the Company at any time, with or without cause.
 8. **NON-SOLICITATION.** During the term of my employment or consulting relationship and for two (2) years following any termination of my employment or consulting relationship with the Company, I will not, directly or indirectly (whether for compensation or without compensation), hire or recruit any employee or contractor of the Company or solicit or induce, or attempt to

induce, any employee or contractor of the Company to terminate their employment with, or otherwise cease their relationship with, the Company.

9. **GENERAL PROVISIONS.** This Agreement will be governed by and construed according to the laws of the Republic of India, as such laws are applied to agreements entered into and to be performed entirely within India between India residents. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. The provisions of this Agreement shall survive the termination of my employment or consulting relationship and the assignment of this Agreement by the Company to any successor in interest or other assignee. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.
10. **GOVERNING LAW.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Republic of India, without giving effect to the principles of conflict of laws.
11. **ADVICE OF THE COUNSEL.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

This Agreement shall be effective as of the first day of my employment with or consulting relationship with the Company.

Dated: _____

TREDENCE ANALYTICS SOLUTIONS PVT. LTD.

(Signature)

SHASHANK KUMAR DUBEY
(Printed Name)

CO-FOUNDER & HEAD OF ANALYTICS
(Title)

Accepted and Agreed to:

EMPLOYEE NAME

(Address)

Dated: _____

Exhibit A

TO: Tredence Analytics Solutions Pvt Ltd.

FROM: _____

DATE: _____

SUBJECT: **Previous Inventions**

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by or consulting relationship with Tredence Analytics Solutions Pvt Ltd or its subsidiaries, affiliates, or successors (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

- ☐ **No inventions or improvements.**
☐ **See below:**

☐ **Additional sheets attached.**

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

☐ **Additional sheets attached.**

Section II. Guidelines

1. We get the employees to sign PIIA (Proprietary Information and Inventions Agreement) on day 1 of their joining
2. This agreement will be signed by both the employee and the Co-founder & Head of Analytics
3. All grievances related to the Privacy and Confidentiality policy will be directed to HR team

Section III. Redressal Process

1. Reach out to the employee (notice, call, summons, etc.), either within or outside the firm and take appropriate actions as per the local laws
2. Legal in case it's required, depending upon the severity of the issue

1	1-Jan-17	(HR Team)	(India HOA)
Rev. No.	Rev. Date	Prepared by	Approved by