



**Caprus Digi**  
**Expanding Possibilities**

---

**CONFIDENTIALITY POLICY**

**1. INTRODUCTION**

**Caprus Digi**, is committed to work with its clients by ethical means and endeavours to protect the Information shared by them in confidence relying on Attorney-Client Relationship. Being practicing advocates and legal consultants for our clients, we as a Firm will receive documents, records, reports and other information that may be proprietary and confidential in nature. In addition to the information of the clients, Firm's own information and work product developed by or on behalf of the Firm may also be confidential in nature, disclosure of which shall be detrimental to our clients and may have repercussions on Firm's business as well. Therefore, we have implemented this Confidentiality Policy to ensure that ours and our client's information safe and secure with the us.

**2. APPLICABILITY**

This policy shall be binding on all recipients of the Confidential Information including employees, partners, investors, contractual employee, contractors and volunteers of the Firm who may have access to Confidential Information as defined herein or any other person to whom any Confidential Information may be provided for third-party services outsourced ('Recipient').

**3. CONFIDENTIAL INFORMATION**

For the purpose of this policy, Confidential Information shall mean any information disclosed to or obtained by the Recipient, in tangible or intangible form, in connection with or related to Firm, its Client or its business activities, including, without limitation, information pertaining to the Firm's or client's, as the case may be, Intellectual Property, Work Product, documents, records, information and data (written, verbal or electronic), policies, communications, specifications, notes, business plan, intentions, any information not in the public domain, financial information, trade secrets, know-how, any and all information derived from the foregoing information, information received from any third – party under confidentiality obligations, information related to this Agreement including the compensation, information



**Caprus Digi**  
Expanding Possibilities

---

that may have commercial value for the business of the Firm or its clients as stipulated herein, whether received orally, in writing or in electronic form, from or on behalf of the Firm, the disclosure of which shall be detrimental to the interests of the Firm or its clients, as the case may be. Confidential Information shall include information that is written or unwritten or stored electronically. This includes, but is not limited to:

- a) Unpublished financial information
- b) content of tenders and other contractual negotiations
- c) Data of Customers/Partners/Vendors/Employees
- d) Patents, formulas or new technologies
- e) Customer lists (existing and prospective)
- f) Data entrusted to our Firm by external parties
- g) confidential information concerning the business or operations of the Firm
- h) Confidential information obtained from third parties
- i) Pricing/marketing and other undisclosed strategies
- j) Personal information concerning clients, colleges and fellow associates
- k) Documents and processes explicitly marked as confidential
- l) Unpublished goals, forecasts and initiatives marked as confidential

The information stipulated above is not exhaustive and that the Confidential Information shall include any and all information whether such information has been expressly designated confidential as such or implied by virtue of its nature.



**Caprus Digi**  
Expanding Possibilities

---

#### **4. CONFIDENTIALITY OBLIGATIONS**

- 4.1. None of the Recipient of the Confidential Information covered under this policy shall directly or indirectly, use, disclose, publish, communicate or make available the Confidential Information, or allow or cause such Confidential Information to be used, disclosed, published, communicated, or made available, in whole or in part, to any person or entity without prior written approval from the Firm.
- 4.2. Any personal or confidential information shall be released only to the person authorized to receive such information only when absolutely required for rendering services or carrying out lawful obligations.
- 4.3. Any Recipient who knowingly, recklessly or negligently releases personal or confidential information without appropriate authority may be subject to disciplinary action up to and including termination of the engagement with the Firm.
- 4.4. The Recipient shall not copy, reduce to writing, or otherwise record any of the Confidential Information without the prior consent of the Firm or the Client, as the case may be. All such copies, writings or records, if made for the purpose of carrying out their lawful obligations, shall be returned to the Firm or destroyed as instructed at the time of termination of their respective engagements with the Firm.

#### **5. EFFECT OF DISCLOSURE OF THE CONFIDENTIAL INFORMATION**

##### **5.1. Disciplinary Consequences**

- a) Firm reserves the right to initiate investigate in case of any breach of Confidential Policy and take necessary disciplinary action against the Recipient who is employee or associate of the Firm as deemed fit at the time of such breach including imposition of penalty damages or termination of services with Firm.



**Caprus Digi**  
**Expanding Possibilities**

---

- b) Firm reserves the right to terminate their engagement with any of the Recipient without any notice who willfully or otherwise breaches our confidentiality guidelines for personal profit or any other direct or indirect monetary or non-monetary gain.

**5.2. Indemnification and Injunctive Relief**

- a) The Recipient shall be liable to indemnify and keep indemnified the Firm or its clients, as the case may be, for and against all liabilities, losses, damages, penalties, actions, judgments, costs, expenses or disbursements of any kind or nature that may be imposed on, or incurred by, or asserted against the Firm or its clients, as the case may be, in any way relating to or arising out of the Recipient's breach of any of the provisions or obligations stipulated in this Agreement or any act, omission, willful misconduct, negligence, fraud, misrepresentation, forgery on part of the Recipient.
- b) The unauthorized use or disclosure of the Confidential Information by or on account of Recipients shall cause irreparable damages to the Firm, its clients and/or their respective business and monetary damages may not be inadequate to compensate the Firm for such unauthorized use or disclosure; thereby, the Firm shall be entitled to seek injunctive relief in addition to damages as determined at the time of such disclosure and any other equitable relief or other remedies available to it under the applicable laws.

**Note: This confidentiality obligations under this policy shall be in addition and not derogation of the obligations as specified in any of the transaction document(s) (such as employment agreement, service agreement etc.) entered into by the Recipient with the Firm, if any.**

-----

-----