## WFH Undertaking - COVID 19

## IT-Security <infosec@valuelabs.com>

Thu 3/19/2020 1:07 PM

To: all@valuelabs.com <all@valuelabs.com>

## **Emergency Work from Home Enablement and Employee Undertaking**

In light of the recent challenges related to COVID-19, we are making all efforts to ensure that the health of our employees is protected. Enabling you to work-from-home is an effort to ensure that business is not negatively affected during this period of uncertainty. To enable work from home, please acknowledge that you understand the following:

- 1. You will receive and have access to Confidential Information of ValueLabs and its clients and business associates (collectively, "Third Parties"). As used herein, "Confidential Information" means any information, including but not limited to, sales and operating information, trade secrets, proposals, manuals, standard operating procedures, marketing plans and strategies, pricing information, information regarding employees or contractors, financial data and plans and all other information which may be described as data, research materials, contracts, formulae, media, know-how, designs, drawings, specifications, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices and the like relating to the business of ValueLabs or any Third Parties, including information received by ValueLabs pursuant to a confidentiality agreement with Third Parties.
- 2. Except in the performance of services for ValueLabs, you agree to not, at any time, directly or indirectly, use, disclose, reproduce, reverse engineer, decompile, disassemble or transfer, in whole or in part, any Confidential Information, unless first authorized to do so in writing by ValueLabs' management.
- 3. You agree to refrain from referring to specific clients and their projects in discussions with people, including but not limited to families, friends, employees of ValueLabs and employees of Third Parties, not directly associated with any such project.
- 4. You agree to return, upon request by ValueLabs, any Confidential Information and all materials relating thereto.
- 5. You agree to protect the confidentiality and security of any password, pass code, device or token used by you to access and utilize the ValueLabs' computerized systems, programs or instruments and agree not to share or reveal your password, pass code, device or token with any other person.
- 6. You agree and acknowledge that ValueLabs will have the sole right to determine the treatment of all inventions, writings, ideas and discoveries received from you during the period of work-from-home, including the right to keep the same as a trade secret, to use and disclose the same without prior

- patent applications, to file copyright registrations in its own name, or to follow any other procedure as ValueLabs may deem appropriate.
- 7. You agree to use equipment, software, and all other resources provided by ValueLabs or any Third Party for the limited purpose of remote work and not for personal use.
- 8. You agree that you will strictly follow this ValueLabs **Emergency Work from Home Enablement** guidelines and strictly adhere to all other policies and procedures of ValueLabs. You will only avail leaves during the period of workfrom-home upon prior written approval from your reporting manager. In case of emergencies, you will intimate your reporting manager at the earliest possible opportunity to do so. You agree that any unauthorized leaves or reduction in productivity without justified grounds during this period would be accounted for as leave with loss of pay.
- 9. These undertakings will in no way act to diminish your obligations to ValueLabs under any other agreement or agreements related to confidentiality or intellectual property rights previously executed by you or which you may execute in the future.
- 10. You understand and agree that ValueLabs reserves the right to take disciplinary action, up to and including termination, for violations of any of these conditions in addition to pursuing civil or criminal penalties.
- 11. You understand that upon your commencement of work-from-home, these conditions will be deemed to have been accepted by you, unless you expressly protest by writing to <a href="mailto:legal@valuelabs.com">legal@valuelabs.com</a> before 20th March, 2020.
- 12. You agree that you shall not use personal home printer and media output devices. Destruction of any such printed material should be either by shredding or by burning and not partially destroyed.

Best regards,

## Information Security Team

secops@valuelabs.com

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■ ValueLabs

**30** locations | Client NPS of **75+** | **150+** clients | **5500+** employees

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