

Mr Sahil Gupta

30 December 2020

Non-Disclosure and Code of Practice Agreement

Dear Sahil,

In line with standard Company practice, you are required to adhere to specific practices and policies, as laid down below, relating to non-disclosure and code of practice:

- i. Confidentiality - ownership :- Any confidential information, compilation of otherwise public information in a form not publicly known, technical processes, designs, know how, inventions, developments, improvements, trade secrets relating to the business, dealings, transactions or finances of Steria (India) Limited (wherever referred to herein includes where the context so admits the Company and companies which are owned or controlled by the Company or its holding Company and/or its/their customers/prospective customers) which may come to your knowledge or which you may make, create, discover, develop, introduce or invent during the course of or incidental to your employment, shall be the exclusive property of the Company.

Confidential information, whether produced or received by you during the course of employment with Steria, pertaining to the organisation or clients, must not be disclosed without written permission. You shall be required to familiarise yourself with and abide by the requirements of prevailing Data Protection Policy at all times as an employee.

- ii. Non-disclosure:- You shall not divulge to any person any information referred in para 1 above.
- iii. Non-Competition:- You shall not, without the prior written consent of the company, whether by yourself, your employees, agents, or otherwise, howsoever and whether on your own behalf or for any other person, firm, company or organization, directly or indirectly in India or elsewhere, be employed or engaged or otherwise interested in any business except by way of holding shares upto 2 percent in the share capital of the company listed on a stock exchange.
- iv. Post-employment restrictions:-

Post employment restrictions are in force to protect the legitimate business interests of the organisation, partners, associates and clients.

- (a) You shall not, except in the course of your duties or unless ordered to do so by a court of competent jurisdiction, either during or after your employment with us, use or disclose to any person, firm or corporation any information relating to the organisation, its business, clients or trade secrets which have come into your possession in the course of your employment with us.
 - (b) In the event of your separation from the Company for whatever reason, for a period of one year thereafter (except with the written approval of the Company) you will not solicit business in competition with the Company nor pass information to a third party that may result in the same effect, from any organisation which is, at the date of separation, a client or a Prospect with whom negotiations are underway, neither will you in competition offer or supply products or services which compete directly with those products or services offered by the Company or its group Companies.
 - (c) You shall not, except with the consent of the Company on severance, take up any employment or contract, whether directly or indirectly, for a period of one year with a customer of the Company.
 - (d) You undertake that for a period of one year after your separation from the Company you will not endeavour to solicit or entice away any person who is an employee of the Company or who was in its employment upto six months preceding your severance.
- v. Customer Restrictions:- You shall, at the request of the Company, enter into a direct agreement or undertaking with any customer to whom you may be seconded accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.
- vi. Proprietary Rights in Name and Association:- You shall not, at any time after separation from the Company:
- a. engage in any trade or business or be associated with any person, firm or Company engaged in any trade or business using the name(s) "Steria"
 - b. in the course of carrying on any trade or business claim represent or otherwise indicate any association with the Company.
- vii. Records:- All documents, papers and records of every kind (written or recorded), whether originals, copies or reproductions and whether prepared by you or by others, relating to the business and finances of the Company shall be the sole and exclusive property of the Company. You will not remove any of the above materials and will not, at any time, give or disclose such materials to any unauthorised person, or entity. Upon separation, you will return to the Company all such materials including copies.

The Company expects you to respect all matters which are Intellectual Property Rights of your current employer and strongly discourages you to bring in to Steria, manuals, documents, papers, memos, files etc. which are classified. The Company is recruiting you for your inherent experience, skills, knowledge and attitude that you have exhibited at the time of selection process.

- viii. Company IT security policies: You are required to familiarise yourself fully and comply with the company policies on Information security, Data Protection Act, etc., as amended from time to time, and the guidelines on appropriate use of Steria's and their clients' Internet and email systems, all of which are outlined on Sterianet. Failure to adhere to Steria's IT security policies or engage in inappropriate use of the Internet, telephone and email systems will be dealt with under Steria's disciplinary procedure and could lead to the termination of your employment. You shall be responsible for using the Company / client provided internet access and e-mail services only for business reasons. You shall ensure that you:
- do not download or use any unapproved personal software (including games and screen savers) that has not been issued by the Company's internal IT department
 - do not send offensive messages, or messages which may contravene Steria's Equal Opportunities policy, and access, download, or forward inappropriate material from/on the Internet/email systems. Steria uses scanning/monitoring tools which are designed to identify inappropriate use, and will always escalate such incidents to senior management for investigation. You should therefore note that privacy cannot be guaranteed when using business PCs, though every effort has been taken to ensure the software employed only identifies breaches of Steria policy and to limit the number of employees involved in the monitoring processes.
 - do not send or forward e-mails containing messages or images that are considered defamatory, profane, obscene or derogatory
 - do not use Steria or client land lines or mobile phones to call, text (send SMS messages), or picture message individuals with messages, pictures or video clips which are in contravention of any Steria policies or applicable legislation.
 - do not send the electronic mail system to send / receive messages with religious or political, sexual implications, racial slurs, gender specific comments
 - use broadcast mail with caution and only after the required authorisation
- ix. Remedies:- In addition to any other remedies which the Company may have at law or in equity, both parties agree that the Company shall have the right to have all provisions of this agreement specifically performed. The Company shall have the right to retain any amounts otherwise payable to you to satisfy any of your obligations as a result of any breach of this agreement.
- x. Personal Consequences:- In the event of gross misconduct, financial irregularities, breach of confidentiality/ non-disclosure, refusal to carry out reasonable instructions and the like, you will be subject to immediate dismissal and the Company will not be liable to give you pay for any notice period. The Company, further reserves the right to other legal recourse as it deems fit to protect its legitimate interests.

- xi. Jurisdiction:- Even though the Company may depute you overseas for on-site work, the jurisdiction concerning your present employment will be with the courts in Noida, which you undertake not to contest.

Yours sincerely



Vimmi Chachra
Head - Talent Management

I agree to abide by the above "Non-Disclosure and Code of Practice Agreement", Data Protection Policy and its guidelines, and other standard rules and regulations of the Company.

Name SAHIL GUPTA

Signed Sahil Gupta Date 4/1/2021

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