

# Terms and Conditions of Employment Policy

**Conforms to ISO 27001:2013**

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## 1. Introduction

### 1.1 Purpose

The purpose of an employment contract is to ensure that both employee and employer have a clear understanding of what is expected during the term of employment. This document also serves to eliminate any disputes which may arise at a later date.

### 1.2 Scope

This policy applies to all existing/current employees until their employment with the company.

### 1.3 The Issue Status

The issue status is indicated by the version number in the footer of this document. It identifies the issue status of this document.

When any part of this document is amended, a record is made in the **Amendment Log** shown below. The Manual can be fully revised and re-issued at the discretion of the Management Team. Please note that this Manual is only valid on the day of printing.

Issue	Amendment	Date	Initials	Authorised
1	Initial Issue	02/01/2022		ISMS Manager

## 2. Terms and Conditions of Employment

### 2.1 Ethical Duties

- During your employment with the company, we expect you to work with a high standard of initiative, efficiency and economy.
- You will devote your entire time to the work of the company and will not undertake any direct or indirect business or work, honorary or remuneratory except with the written permission of the management in each case.
- You shall not seek membership of any local or public bodies without first obtaining written permission from the management.
- You are required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If found guilty, at any given point of time, of moral turpitude or of dishonesty in dealing with the Company's money or material or documents, or of theft or of

misappropriation, regardless of the value involved, the company will have the right to assess on its own and recover the damages on all such material from you and to take action as it deems fit in the event of your failure to account for such loss of material or property to its satisfaction. Such action on your part would also be grounds for immediate termination of employment with TrusTrace.

## 2.2 Confidential Information and Trade Secrets

You will be employed by TrusTrace in a capacity in which you will or may receive confidential information, which is of value to TrusTrace. You, therefore, agree to abide by the following terms and conditions:

- Your employment creates a relationship of confidence and trust between you and TrusTrace with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this Agreement, all such confidential, proprietary or trade secret information will be referred to as "**Proprietary Information**". The following information is Proprietary Information no matter how you learned of it, disclosed to you, directly or indirectly, in writing, orally, by drawings or inspection of documents or other tangible property or in any other manner or form, tangible or intangible. Proprietary Information includes without limitation:
  - All software developed or licensed by or for TrusTrace or licensed to TrusTrace by a third party, and any documentation or listing pertaining to such software; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audio-visual components (menus, screens, structure or organisation), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation, diagrams, flowcharts, designs, drawings, specification, models, data, bug reports and customer information.
  - Marketing and sales plans, product development plans, competitive analyses, benchmark test results, business and financial plans or forecasts, non-public financial information, agreements, and customer and employee lists of TrusTrace.
  - Any information or material not described above which relates to TrusTrace's inventions, technological developments, "know-how", purchasing, accounting, merchandising, or licensing
  - Any information of the type described above which TrusTrace has a legal obligation to treat as confidential, or which TrusTrace treats as proprietary or designates as confidential, whether or not owned or developed by TrusTrace. Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that you would have learned in the course of similar employment elsewhere.
- At all times, both during and after your employment with TrusTrace you will hold Proprietary Information in confidence. You will not use, transfer, publish, disclose, or report Proprietary Information directly or indirectly, except such disclosure to other TrusTrace employees or authorised third parties as may be necessary in the ordinary course of performing your duties for TrusTrace or otherwise as directed by TrusTrace. You will not

remove any Proprietary Information from TrusTrace's premises.

- You agree that you have not brought any proprietary information of a former employer to TrusTrace and that you will not use any proprietary information of a former employer in the performance of your work with TrusTrace unless you have written authorization from your former employer.
- You will promptly disclose to TrusTrace all ideas, processes, discoveries, inventions, modification, and improvements (collectively referred to as "Inventions") that is solely or jointly conceived, developed or reduced to practice, or caused to be conceived, developed or reduced to practice during the term of your employment, whether or not conceived during regular business hours, relating to TrusTrace or work performed by you at TrusTrace.
- All such Inventions shall be the sole and exclusive property of TrusTrace. You hereby assign, transfer and convey to TrusTrace all of your worldwide right, title and interest in and to all Inventions, and you will treat all Inventions as Proprietary Information. You also agree to execute without receiving additional compensation any formal documents necessary to assign any Inventions to TrusTrace, including any and all documents required to obtain a patent, register a copyright, or enforce TrusTrace's rights in such Inventions. These obligations shall continue beyond the termination of employment with respect to Inventions you conceive or make during the period of your employment.
- You will not during your employment with TrusTrace carry on either alone or in partnership or be directly or indirectly employed or concerned in any business undertaking other than that of TrusTrace, except as a shareholder in a public quoted company unless you have obtained the previous written consent of TrusTrace. Further, you will not accept gifts, entertainment or other favours from persons or bodies with which TrusTrace has business dealings unless you have obtained the previous written consent of TrusTrace.
- You will not recruit or hire any TrusTrace employee for six months after voluntary or forced termination; of your employment with TrusTrace.
- You will not knowingly export directly or indirectly any U.S. origin technical data to those countries for which a U.S. and/or Indian export licence is required under U.S. and/or Indian Export Administration Regulations without first obtaining from the U.S. Department of Commerce and/or the Indian Government a licence authorising the export.
- You shall upon termination of your employment with TrusTrace and upon TrusTrace's request reaffirm your recognition of the importance of maintaining the confidentiality of TrusTrace's Proprietary Information and reaffirm all of the obligations set forth in this Agreement.
- You shall upon termination of your employment with TrusTrace return all property belonging to TrusTrace, including without limitation all Proprietary Information, documents, software, discs, dvds, diskettes, tapes, and any other form of media, copies of any of the above, microcomputer systems, computer terminals, modems, other hardware, telephones, credit cards, and/or company automobile.
- TrusTrace's Proprietary Information and rights contained therein are amongst the Company's most important assets, and as a condition of your employment you may be required to sign Proprietary Information and Confidentiality agreements for TrusTrace or any of its clients, partners and affiliates. A breach of security or confidentiality is regarded very seriously and could lead to termination of employment.

## 2.3 Non Solicitation & Non-Compete

You covenant that during the Term and for the two (2) year period following the termination, you shall not, whether directly or indirectly, in any way for your own account or for the account of any other person, venture, firm, business, corporation or enterprise, directly or indirectly solicit, offer employment to, employ or engage any employee, contractor or agent of the Company.

## 2.4 Non-Compete

You covenant that during the Term and for the two (2) year period following termination, you shall not:

- a) Directly or indirectly own, manage, operate or control, or participate in the ownership, management, operation or control of, or be employed by or be engaged as a consultant to, any business, entity or organisation which directly or indirectly competes or intends to compete with the Company. For the avoidance of doubt, you agree that “competition” includes providing the kinds of products and services that the Company provides in the markets and areas that it serves; or
- b) Call upon, solicit or cause to be solicited, or otherwise contact or service in any way, either directly or indirectly, for your own account or for the account of any other person, venture, firm, business, corporation, or enterprise, as employee, officer, director, stockholder, proprietor, partner, or in any other capacity, any Customer (as defined below) of the Company for the purpose of selling or attempting to sell any products or services of the type offered for sale or provided by the Company as of the date of termination of this Agreement; or
- c) Request that any Customer of the Company not purchase or obtain products or services from the Company or curtail or cancel its business with the Company.

For purposes of this Agreement, the term “**Customer**” includes those persons, businesses and entities, and their agents and employees, who:

- (i) purchased or obtained products or services from the Company, or referred persons or entities who purchased or obtained products or services from the Company, at any time during the period you are employed by the Company;
- (ii) were called upon, solicited, or otherwise contacted by you, or who contacted you, during your employment by the Company, for purposes related to the business of the Company; and/or
- (iii) received any proposal from the Company for the sale or delivery, or proposed sale or delivery, of any products or services during the two (2) year period prior to the date of termination of this Agreement, and you had knowledge of any of the terms of such proposal.

## 2.6 Termination of Permanent Service

- a) In the event of your resignation, you will have to give a notice as per the employment contract .
- b) Waiver of notice period: The Company reserves the right to waive the notice period for any resigned employee at its discretion. In such an event, no claim towards notice period or in lieu compensation shall be admissible.
- c) The company may at its discretion terminate the services of a confirmed employee with three or two or one-months’ notice or pay in lieu thereof.
- d) The policy of not sharing credentials for customer's AUT or network to



separation from the company.

## 2.9 Appointment in Good Faith

It must be specifically understood that this offer is made based on your proficiency in technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In case at a later date any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the company, the company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.

## 2.10 General

- a) You will be governed by the service rules and regulations including the conduct, discipline appeal rules, administrative orders and such other rules/orders of the company that may be in force from time to time.
- b) Your age mentioned in the Aadhaar or your passport will be deemed to be conclusive proof of your date of birth.
- c) You must notify the company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications and so forth, failing which any transaction done on your last recorded particulars shall be deemed to be binding on you.
- d) The designation assigned to you is subject to change depending upon the work assignments from time to time.
- e) During your employment with the Company, you shall be posted / transferred to any of the Offices/ Divisions/Departments/Units of the company whether existing or to be set up in the same town or to any other Town/City anywhere in India or abroad, at the sole discretion of the management protecting the terms and conditions of the original employment Letter.
- f) You will be entitled to leave as per the leave rules of the company currently in force and as amended from time to time. Any un-accrued leave, whether sanctioned or not sanctioned will be considered “**leave without pay**” and you will not receive any salary or compensation for this period.

## 2.11 Information Security

All the employees (full-time, part-time, contractual and interns) and consultants fall under the purview of **Information Security Management Systems**.

**TrusTrace Information Security Policy** provides framework and guidelines, in short, to ensure the following:

- Information is protected against unauthorised access
- Confidentiality of the information is assured
- Integrity of the information is maintained
- Availability of the information is ensured
- Regulatory and legislative requirements are met
- Business continuity framework is maintained
- Information security training is available to all staff
- Minimise the extent of loss or damage from a security breach or exposure



## 2.12 Enforcement

- You shall abide by TrusTrace Information Security Policy
- If found in violation of this policy, you shall be subjected to disciplinary action leading all the way up to Termination
- Severe, deliberate or repeated breaches of the policy may be considered grounds for instant dismissal
- You are bound by these policies and are responsible for their strict enforcement.