

WONDERBIZ TECHNOLOGIES PRIVATE LIMITED

CODE OF CONDUCT

INTRODUCTION:

This Code of Conduct (“Code”) helps to maintain the standards of the business conduct and behaviour of the employees & consultants associated with WonderBiz Technologies Private Limited having its principal place of business 311, Orion Business Park, Ghodbunder Road, Kapurbawdi, Thane (West) – 400,610 and its various branch offices throughout the territory of Republic of India (the “**Company**”). This Code also ensures compliance with the legal requirements of various laws of India.

All employees & consultants of the Company are expected to read and understand the Code, uphold these standards in day-to-day activities, comply with all applicable policies and procedures and ensure that all agents, contractors, representatives and any other third party working on behalf of the Company are aware of, understand and adhere to this Code.

Since the principles enumerated in this Code may not cover each and every situation that may arise during the course of the business of the Company and the day-to-day working of the employees & consultants of the Company, every employee or consultant is expected to act as the prudent person and help the Company to achieve larger goals in the business. The Company reserves every right to seek legal assistance in case of situations covered under this Code.

Nothing in this Code shall be construed as a guarantee of confirmed employment with the Company.

Upon determination that there has been a violation of this Code, the Company will take appropriate action against any person whose actions are found to violate the Code.

The Company is committed to continuously reviewing its policies and procedures and hence, the Company reserves every right to amend, alter or terminate this Code subject to applicable laws.

Ethical business conduct is critical to our business and it is your responsibility to respect and adhere to these principles. Many of these practices reflect legal and regulatory requirements. Violations of these laws and regulations can create significant liability for you, the Company, the directors and officers, and other employees & consultants of the Company. You should be alert to possible violations and report them to the Company and cooperate in any internal and external investigations.

No adverse action will be taken against anyone for complaining about, reporting, participating or assisting in the investigation of a suspected violation of this Code, unless the allegation made or information provided is found wilfully and intentionally false. To the maximum possible extent, the Company will keep utmost confidentiality with respect to the complaints received by it.

This code applies to the current and future employees & consultants of the Company. The current employees & consultants of the company who may have been issued with their respective Appointment Letters prior to the date of this code, shall also bound by all the terms of this code, in addition to the terms of employment or service as contained in their respective Appointment Letters or Service Agreements.

Please sign the acknowledgment form at the end of this Code and return the same to the Company indicating that you have received, read, understand, and agree to comply with its terms.

1. Your responsibility to the Company:

The Company expects you to maintain good judgment to ensure safety and welfare and to maintain a cooperative, positive and harmonious, and productive work environment and business conduct. These standards apply while working in the Company's premises, at offsite locations, and/or anywhere where you are acting as the representative of the Company. The Company considers and upholds honest conduct that is free from fraud and/or deception. There has to be ethical handling of conflict of interest between the personal interest and the professional interest.

2. Non-Compete and Non-Solicitation:

During the term of this Agreement, you shall not provide any kind of services to or be involved in projects with any third party and/or the competitors of the Company including the customers of the Company involved directly or indirectly with the business services and/or operations, which may or may not be similar to the business activities of the Company.

You also agree that following termination of your association with the Company for any reason, you shall not hire or attempt to hire any current or past employees & consultants of the Company for a period of two (2) years from the date of cessation and/or termination of your association.

You also agree that following termination of your employment or association, for any reason whatsoever, you shall not solicit business from the then current clients or clients who have retained the Company in the past 12 months immediately preceding the termination of the employment for any reason whatsoever either directly or indirectly by means of a third-party payroll/ company without the prior written consent of the Company.

3. Company Property:

If you will be provided with any hardware – Laptops, Desktops, Mobile phones, use of dedicated internet & phone connection to perform your duties such all materials shall always be the property of the Company. All such property must be exclusively used to perform duties assigned by the Company only and only during the course of the employment or association during all working hours. Upon termination of your employment, you agree to submit Company Property, in a reasonably good condition, back to Company Offices, at your own cost and within a

timeframe of one (1) calendar day from the date of your relieving. You agree to take all reasonable precautions, including but not limited to, insuring the Company Property, in case you need to ship it back from a different location.

4. **Confidentiality:**

WHEREAS, the Company possesses confidential information relating to its business, which may be disclosed to you on a need to know basis. You shall keep such information disclosed by the Company confidential at all times as per the terms of this Code (the “**Confidential Information**”).

You strictly agree as follows with respect to the Confidential Information:

“**Confidential Information**” shall mean and include any information furnished or disclosed, in whatever form or medium, by the Company, to you including without limitation, information relating to the business of the Company, employees & consultants of the Company, contract terms, projects, financial information, business procedures, processes, techniques, methods, ideas, discoveries, inventions, processes, developments, records, product designs, source code, product planning, trade secrets, and/or any information created by you based upon the Confidential Information, all of which is deemed confidential and proprietary of the Company.

You agree to use the Confidential Information only for the purpose of fulfilling your obligations to the Company during the course of your employment and shall make no use of the Confidential Information of the Company, in whole or in part, for any other purposes, whatsoever. You agree to refrain from making copies of the Confidential Information and/or divulging and/or disclosing the Confidential Information to any third parties including the customers of the Company unless the Company has given its prior written authorization. You further agree to keep confidential all the Confidential Information and to take all reasonable steps to preserve the confidential and proprietary nature of the Confidential Information. You acknowledge that while you are at the premises of the Company, you may have access to Company’s data network. You undertake not to misuse such access to the Company’s network. You shall not access or attempt to access the Confidential Information or Company’s data network from a remote location without the prior written consent of the Company.

Notwithstanding the above, Confidential Information will not include any information that : (a) was publicly available at the time of disclosure, or later became publicly available through no act or omission by you; (b) was in your possession at the time of disclosure; (c) was rightfully received by you from a third party without any obligation of confidentiality; or (d) was independently developed by you and that was not obtained, in whole or in part, from the Company or from Confidential Information and/or during the course of your employment.

In the event that you are requested or required by court order to disclose any Confidential Information of the Company, you shall provide immediate notice of such request to the Company and will use reasonable efforts to resist disclosure, until an appropriate protective

order may be sought, or a waiver of compliance with the provisions of this Code. If, in the absence of a protective order or the receipt of a waiver hereunder, you are, nonetheless, in the written opinion of your counsel, legally required to disclose Confidential Information of the Company, then, in such event, you may disclose such information without liability hereunder, provided that the Company has been given a reasonable opportunity to review the text of such disclosure before it is made and that the disclosure is limited to only the Confidential Information specifically required to be disclosed.

In the event of termination of your employment, you shall return to the Company the Confidential Information in whatever form and promptly destroy the Confidential Information and/or any and all material or information derived from the Confidential Information including any copies.

Nothing contained in this Code shall be construed as granting or conferring any rights by license or otherwise, express or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of the Company acquired prior to or after the date of this Code or the date of appointment letter, whichever is earlier. All intellectual property rights in and to any work created by you and based on the Confidential Information or other information provided by the Company shall belong to the Company and you hereby agree to render all such assistance to the Company as may be necessary to perfect Company's title to such work.

Your obligations in respect of the Confidential Information shall continue for a period of two (2) years from the date of cessation and/or termination of your employment. I also agree that I shall not indulge in publishing any Company Confidential Information in the public domain, under my own or under other aliases. The Confidential Information protected by this Code is of a special character, such that money damages will not be sufficient to compensate for any unauthorized use or disclosure of the Confidential Information. The injunctive and other equitable relief would be appropriate to prevent any such actual or threatened unauthorized use or disclosure of the Confidential Information. The remedy stated above may be pursued in addition to any other remedies available at law or in equity to the Company, and you agree to waive any requirement for the securing or posting of any bond in connection with such remedy. In the event of litigation to enforce any provision hereof, the Company will be entitled to recover all costs, including its reasonable attorney's fees and costs, incurred in connection with the litigation.

5. Indemnity:

You agree to indemnify and hold the Company harmless from and against any and all liabilities, damages, losses, claims, demands, suits, fines, or judgments (including but not limited to attorney's fees, costs, and expenses incident thereto) which may be suffered by, accrued against, be charges to or recoverable from the Company, arising out of or in any way connected with your employment, and/or the breach of this Code by you in any manner whatsoever, except any matters which are finally determined to have resulted from the negligent, wrongful or wilful acts or omissions of the Company.

6. Conflict of Interest:

Your decisions and actions during the course of your association with the Company shall always be in the best interest of the Company and not based on personal interests and benefits.

7. Compliance with rules, applicable laws, and disclosure of transactions:

You shall always comply with all applicable laws relating to your association with the Company. The Company strictly prohibits bribery and you shall not indulge in bribery in any form and manner while during the course of your employment. You owe a duty to the Company to advocate the interests of the Company as and when the situation arises.

8. Responsibility to the customers of the Company:

You represent the Company as and when you are meeting any customers of the Company. You shall always represent yourself in such a manner which will increase the value of the Company in public and in front of the customers. You must preserve and enhance the reputation and goodwill of the Company in public.

9. Modifications:

The Company is always committed to a continuous review of its policies and procedures. The Company reserves every right to alter, modify and/or terminate this Code. You will however be intimated regarding such alteration, modification, and/or termination and/or a new Code of Conduct by the Company. You shall be required to go through the same and agree to the same in the same manner as provided hereinbefore.

FORM OF ACKNOWLEDGEMENT

I have received, read and agree to this Code of Conduct. If I have any questions and/or doubts regarding any of the terms contained in the Code of Conduct, I shall immediately consult the directors of the Company for resolving such questions and/or doubts.

I hereby sign as an acceptance of this Code of Conduct and agree to all the terms contained herein.

Employee Name: _____

Signature: _____

Date: _____