

1. BACKGROUND

During the course of employment, employees shall have access to and be entrusted with Confidential Information and Know-how. Such information or Intellectual property of the Company is a differentiator and the pivot of the Company's growth. The intellectual property shall:

- a. set its new and maintain existing business apart from competitors.
- b. offer its customers something new and different.
- c. form an essential part of marketing or branding.
- d. be secured in order to prevent it from being exploited.

2. SCOPE

This policy applies to all individuals worldwide working in Wind Business and all affiliates and subsidiaries of the Company at all levels and grades, whether permanent, fixed-term or temporary.

3. OBJECTIVE

The purpose of this Policy is to:

- a. To prevent the loss of intellectual property and other valuable business information.
- b. To provide for the assignment to the Company, as its property, all of an employee's right, title and interest in any works, discoveries, improvements and breakthroughs to the Company's products or methods.

4. DEFINITION

"Confidential Information" means all and any information concerning the Company's business and finances, including without limitation, technical procedures and intellectual property rights, its customer, client and supplier lists, including details of prospective clients; its dealings, transactions and affairs; its products and services; contact details of clients, customers and suppliers; information about individuals with clients, customers and suppliers; financial projections, targets and accounts; pricing policies and pricing statistics; commercial activities, product development and future plans; and similar information concerning the Company's clients, customers and suppliers, all of which information is acknowledged by the Employee to be:

- i. Confidential to the Company;
- ii. Commercially sensitive in the Company's market; and
- iii. Potentially damaging to the Company's financial stability if disclosed to a third party

5. POLICY

- a. The Employee shall not, during the period of their employment hereunder, except in the proper course of their duties, and shall not at any time and in any circumstances after the termination of their employment except with the prior written consent of the Company, for their own benefit or for the benefit of any other person, firm or corporation (other than the Company) use or divulge or disclose any Confidential Information or know-how.

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- b. The Employee shall not during the continuation of their employment, make (other than for the Company's benefit) memoranda, tape recordings, films, photographs, plans, drawings or any other form of record including, without limitation, copies (whether electronic or otherwise) of any matter which is confidential to the Company or its clients or concerning any of its dealings or affairs. Any record made by the Employee as aforesaid shall be and remain the Company's property and shall be handed over by the Employee to the Company as it may require on demand and in any event not later than the date of termination of the Employee's employment under this Employment Contract. In particular, and without prejudice to that generality, the Employee shall not create or print any client or customer list (other than in the proper performance of the Employee's duties) and any such list must not be removed from the Company's premises at any time and for any reason. The Employee shall not, whilst in the Company's employment, engage, either directly or indirectly or by association in work of any nature connected with another business of a similar nature, or in any work of a type carried on by the Company. Any breach of the policy is likely to constitute a serious disciplinary, contractual and matter for the individual concerned. This could constitute gross misconduct for which an offending employee may be dismissed without notice. It may also cause serious damage to the reputation and standing of. During the continuance of the Employee's employment they shall use their best endeavors to prevent the divulgence or disclosure by third parties of the Confidential Information or the know-how.
- c. Know – How –
All employees are required to acknowledge –
- i. That the disclosure at any time during their employment or following the termination of their employment of information, knowledge, data, trade secrets, inventions, programmes and other matters concerning the Company's business whether in existence before their employment or created during their employment (Herein referred to as the " Know-How) to any thirds party places the Company at a serious competitive disadvantage and would cause immeasurable financial and other damages to the Company.
 - ii. That in the Course of their employment they have access to the Know-how and may (whether alone or with any other person or persons) have created the know-how which relates either directly or indirectly to the Company's business
 - iii. The employees confirm that the know-how is and will remain the sole property of the Company and that any interest in the know-how vested in them is held only in trust for the Company and, at the request and expense of the Company, they shall do all things necessary or desirable to enable the Company or its nominee to obtain for itself the full benefit of the know-how.
- d. All employees shall at the request and expense of the Company do all things necessary or desirable to give effect to the rights of the Company to the know-how.
- e. Inventions and discoveries
- i. Subject to the Employee's statutory rights under the Patents Act 1970 as amended and the Copyright Act 1957 and any other applicable legislation, any invention, discovery, process, design, plan, computer program, copyright work or other intellectual property work whatever, and any modification, enhancement or development of any existing such thing (hereinafter referred to as "Inventions") made or discovered by the Employee (whether alone or with others) while in the employment of the company in connection with or in any way affecting or relating to the business of the company or capable of being use or adapted for use therein shall forthwith be disclosed to the company and shall belong to and be the absolute property of the company.

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- ii. Is so required by the Company (whether before or after the termination of the Appointment) the Employee shall at the Company's expense, apply or join in applying for letters patent, registration or other appropriate protection in the United Kingdom or elsewhere in the world, for any inventions, and execute all documents and do all other things necessary, expedient or desirable to vest such letters patent, registered rights or other protection when obtained, and all rights, title and interest in and to the same, in the company as sole beneficial owner, and for this purpose shall, at the company's expense, take or defend any proceedings to procure or defend such application, registration or protection.
- iii. The Employee hereby irrevocably appoints the company to be his attorney in their name and on their behalf to execute any such document or do any such thing, generally to use the Employee's name for the purpose of giving to the company the full benefit of the provisions of this section. If any invention is not the property of the company, the company shall, subject to the provisions of the Patents Act 1977, have the right, if it so chooses, to acquire for itself or its nominee, the Employee's rights in such invention and that on fair and reasonable terms to be agreed or settled by a single arbiter.
- f. Copyright/ Intellectual property –
- i. The copyright and any other intellectual property rights in all works of whatever nature written, originated, conceived or made by the Employee during the course of their employment hereunder (the "works") shall belong to and vest in the Company, the Employee hereby assigns to the company by way of future assignation of copyright the copyright and all other proprietary rights (if any) in the works for the full term thereof throughout the world. The employee hereby waives any and all moral rights they may have in respect of such works.
- ii. Any and all discoveries, designs, inventions, secret processes or improvements in procedures, system, equipment or services made, developed, worked upon, written or discovered by the Employee during the Appointment shall immediately be disclosed to the management Team/ Responsible Person and all belong to and be the absolute property of the Company.
- iii. The Employee shall forthwith and from time to time, both during their employment hereunder and thereafter at the request and at the cost of the Company, execute all such documents as are necessary to obtain patent, registered design or any other form of protection in any part of the world for the work or any discoveries, designs, inventions,

Processes improvements, systems, equipment or services contained in it and/or to protect and defend copyright in the work. The Employee hereby irrevocably authorizes the company for the purposes aforesaid to make use of the name of the Employee and to sign and execute any such documents and to do anything on their behalf (where permissible) in order to obtain protection in the name of the Company or its nominee(s)) and the Employee shall not challenge the validity of any such protection or any application therefore or prejudice any defence by the company of its intellectual property rights but shall at the cost of the Company render all possible assistance to the company in obtaining and maintaining any protection of its intellectual property rights

6. PROCEDURE FOR EXECUTING AGREEMENT

- a. All Employees as covered by this policy shall compulsorily sign the Agreement as given in the Annexure (Annexure I) in Duplicate on his joining the Company and shall be provided with a copy of the signed agreement.
- b. The Agreement shall be executed in letter head of the Company of the respective place of its execution. The responsibility of ensuring execution of exiting as well as new employee shall lie with the Location HR Head.

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- c. This form shall prohibit the dissemination of confidential information and Intellectual Property which is not publicly available and shall provide for the assignment to the Company, as its property, all of an employee's right, title and interest in any works, discoveries, improvements and breakthroughs to the Company's products or methods. An employee's inventions, developed on his own time, and for which no Company equipment, supplies, facility or trade secret information was used, and does not relate to the Company's business, are excluded from this provision.
- d. A signed copy of Agreement shall be retained in the Personal File of as part of permanent records and shall form a part of the Joining Formality.
- e. Over and above the Agreement Sign on Joining, an employee or a category of employees, or employees so identified on a case to case basis shall be required to sign any agreement when they have access to or working with information and technology which the Company things are important to have the intellectual property protected. However, considering the developed social, legal, and corporate circumstances, and the required confidentiality and the integrity of the employments, the Company may impose reasonable restraints or negative covenants by way of a Non – Compete Clause.

7. POWER TO AMEND

- a. Any change of the guideline shall be approved by the Head – Group Corporate HR.
- b. The management shall have the overriding right to withdraw and / or amend the guideline at its own discretion as it deems fit from time to time. The decision of the management shall be final and binding.

ANNEXURE

Annexure I – Employee Non- Disclosure, Confidentiality, Non-Compete & Non Solicitation Agreement.

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