



EMPLOYEE **HANDBOOK**



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LETTER TO EMPLOYEE

Whether you have just joined our staff or have been at ARDEM for a while, we are confident that you will find our company a dynamic and rewarding place to work, and we look forward to a productive and successful association. We consider the employees of ARDEM to be one of our most valuable resources. This handbook has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions you should address your specific questions to the Human Resource Department. Neither this handbook nor any other company document confers any contractual right; either expressed or implied, to remain in the company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the company, or you may resign for any reason at any time.

The procedures, practices, and policies described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except ARDEM employees and others affiliated with ARDEM whose knowledge of the information is required in the normal course of business.

Sincerely,

Khim Singh
HR Manager

Employee Handbook Acknowledgment and Receipt

I have received my copy of the Employee Handbook.

The employee handbook describes important information about ARDEM, and I understand that I should consult the Human Resource manager regarding any questions not answered in the handbook. I have entered into my employment relationship with ARDEM voluntarily and acknowledge that there

is no specified length of employment. **Accordingly, either I or ARDEM can terminate the relationship.**

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with ARDEM. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, , any and all policies and practices may be changed at any time by ARDEM, and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. I also understand that, by accepting ARDEM's offer of employment, I agree to comply with any ARDEM policies, standard operating procedures ("SOPs"), and agreements between the Company and myself, which are in effect from time to time. These include, but are not limited to, ARDEM's Restrictive Covenant (Section 9 of this handbook)

I understand and agree that nothing in the Employee Handbook creates, or is intended to create; a promise or representation of continued employment and that employment at ARDEM is employment is as per the terms of the employment agreement, which may be terminated in accordance with the said clauses.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date



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SECTION 1: EMPLOYMENT

1.01 Equal Employment Opportunity Policy:

ARDEM, hereafter known as the “Company” is committed to providing and promoting equal opportunity for all employees and applicants. To this end, the Company does not discriminate in employment opportunities or practices on the basis of race, ancestry, color, religion, gender, sexual orientation, marital status, national origin, age, disability, citizenship, status as a smoker/non-smoker, or any other characteristic protected by law.

The Company’s policies and personnel practices are intended to ensure that all employees are treated equally and that recruiting, hiring, and advancement are accomplished without regard to protected characteristics; that decisions on employment are made so as to further the principle of equal employment opportunity; and that all personnel actions involving a condition or privilege of employment are administered without regard to race, ancestry, color, religion, gender, sexual orientation, marital status, national origin, age, disability, citizenship, status as a smoker/non-smoker or any other characteristic protected by law.

1.02 Application for Employment:

At the time of your request for employment, you will be required to complete an Employment Application. Any falsification of information on the Employment Application or of any document submitted therewith shall constitute grounds for immediate termination at any point in time that the falsification is recognized.

1.03 Pre-employment Background Searches:

The Company recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable and non-violent, and do not present any risk of serious harm to their coworkers and work environment. For furthering this purpose at the time of your application, or at any time during your employment, the Company may perform background checks that could include a criminal background checks; motor vehicle records examination; verification of employment and education credentials; credit history examination, if applicable; and reference checks. At the time of your application or offer of employment, you will be required to fill out forms to have these searches performed. Employees have an obligation to advise the Company if they are convicted by a court of law, or enter a plea of guilty or nolo contendere, with respect to a felony or any other crime for which fraud or an act of violence is a material element.

The Company does not administer pre-employment drug tests; however, reserves the right to perform a drug test on an employee if reasonable suspicion arises.

1.04 Confidentiality Agreement

Upon accepting employment with the Company, you were asked to sign a Restrictive Covenant Agreement, which generally provides that you will not disclose or use any Company confidential information, either during or after your employment. Your employment with the Company assumes an obligation to maintain confidentiality, even after you leave the Company.

No one is permitted to remove or make copies of any Company records, reports or documents without prior management approval. Disclosure of confidential information could lead to discipline, up to and including termination, as well as other possible legal action.

Additionally, our customers and suppliers have entrusted our Company with important information relating to their businesses. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, we earn the respect and further trust of our customers and suppliers.

1.05 Start Date

The first day you report to work is your “official” start date. Your start date is used to compute various conditions and benefits in this Employee Handbook.

1.06a Employment Classifications

At the time you are hired, you are classified as either salary employee or contractor.

1.06b Contractors

Individuals who are hired for a specific project, for a specific period of time, or during a specific period (e.g., summer employment) are not eligible to receive vacation leave. Because all salary employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time.

1.07 Your Personnel File

Keeping your personnel file up-to-date can be important to you with regards to salary, deductions, probationary status and other matters. If you have a change in any of the items listed below, please be sure to note the changes with Human Resources.

- Legal name
- Home address
- Home telephone number
- Person to call in case of emergency
- Number of dependents
- Marital status
- Professional licenses



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SECTION 2: WORK SCHEDULE

2.01 Work Hours

The Company operates on 6 days per week 24-hours per day, Monday through Saturday. Employees are assigned a work schedule and are expected to begin and end work according to that schedule. In order to accommodate the needs of the Company, it may be necessary to change individual work schedules for either a short term or long term basis, with little or no notice.

Morning Shift: Starts at 6:50 a.m. and ends at 14:20. Six day work week.
Afternoon Shift: Starts at 14:20 and ends at 21:50. Six day work week.
Night Shift: Starts at 21:50 and ends at 06:50. Five day work week.

Development Team: Starts at 11:00 a.m. to 11:30 a.m. till 20:00 p.m. or 20:30 p.m.

Work Breaks Policy

Morning Shift receives: 20 minute break for lunch and an additional 10 minute break.
Afternoon Shift receives: 20 minute break for lunch and an additional 10 minute break.
Night Shift receives: 50 minute break for dinner and an additional 10 minute break.

Development break schedule: 40 minute break for lunch and additional 20 minute break..

To prevent interruptions in the work flow, your immediate supervisor may schedule your meal break.

2.02 Make-up Time

The Company expects employees to complete their assignments during regular work hours without the need to work overtime. However, from time to time, it may be necessary for employees to perform overtime work in order to complete time-sensitive projects and assignments. Overtime work must be approved in advance by your manager who will review any overtime requests to determine whether the assignment can be finished during normal work hours. Overtime should only be assigned by the manager in those situations where he or she is convinced that the work is essential in order to meet established schedules and/or deadlines. When an employee is asked to work overtime she/he will be allowed equal hours of time-off within the next 30 days following the overtime.

2.03 Attendance and Tardiness

At ARDEM we all do what it takes to get the job done. However, from time to time employees may not (and should not) come to work due to an illness. Better to stay home and rest and not infect your colleagues. Please seek medical attention as appropriate and get well prior to your return. You should notify your manager as soon as possible if you are going to be out and keep him/her updated on a daily basis.



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To maintain a safe and productive work environment, the Company expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and breeds resentment and ill will. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their manager as soon as possible. Habitual tardiness is a cause for disciplinary action up to and including termination.





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SECTION 3: SEPARATION OF EMPLOYMENT

3. 01 Separation of Employment

Employment may be terminated for any number of reasons, including resignation, retirement, and reduction in workforce or poor performance. In the event of such termination, you are required to return all Company property (including Confidential Information) to your manager prior to your departure. Upon such termination, you will be paid your accrued salary to the date of termination.

3.02 Voluntary Resignation

If an employee voluntarily resigns from his/her position they should contact the manager and provide a formal letter of resignation to Human Resources department indicating their last date of employment. Also, please note that at least a one month notice period is requested and that vacation time cannot be used during the notice period.

3.02a Exit Interviews

In instances where an employee voluntarily leaves the Company, management would like to discuss your reasons for leaving and any other impressions that you may have about the Company. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit interview, you can provide insights into areas for improvement that the Company can make.

3.02b Return of Company Property

Upon termination of your employment, whether by the Company or by you, regardless of the reason, you shall return to the Company, retaining no copies, any and all files, correspondence, documents, computer printouts, and other writings which relate to or reflect the Company's business, operations, clients, suppliers, etc., regardless of where such files, correspondence, documents, drawings, specifications, computer printouts, disks and writings were kept or prepared. Also, arrangements must be made for return of all property of the Company (e.g. handbooks, personal computers, cellular phones, credit cards, keys, files, tools, parking passes and any other Company property issued to you) and settlement of all outstanding expense reports, or company advances (if any).

3.02c Final Pay

After all outstanding accounts have been resolved, final pay will be given to the employee on the company's normally scheduled pay cycle and deposited into the employees existing bank account previously used for prior salary payments

3.03 Termination for Misconduct

An employee who is terminated for misconduct, (e.g. unethical behavior) is not entitled to notice. Violations of policy for "misconduct" will warrant disciplinary action up to and including immediate



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termination of employment. Termination for misconduct includes but is not limited to (also please reference Sections 7 and 9):

- Theft
- Insubordination
- Verbal or physical violence
- Falsifying information, such as timesheets or other company-related documents
- Sexual harassment
- Malicious or willful destruction of Company's property
- Abusing confidentiality policy
- Unprofessional business conduct or conduct not in keeping with proper business ethics as described in the Company Workplace policies (section 7)
- Habitual absenteeism and/or tardiness
- Drug abuse or alcohol abuse on the job or under certain other circumstances
- Equal Employment Opportunity violations or Harassment as outlined in each policy (a more complete list is outlined in Section 7) It will be determined on a case by case basis depending on each situation whether an employee would be eligible to receive their accrued or unused vacation time.



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SECTION 4: COMPENSATION

4.01 Wages and Salaries

The goal of the Company's compensation program is to attract qualified employees and retain those who perform at a high level. The Company has developed policies to ensure wages are comparable to those of other employees with similar positions in our industry. With this in mind, our compensation program is built to balance both employee and Company needs.

4.02 Pay Period

The Company's pay cycle is monthly, however; The Company's workweek begins on Monday at 6:00 AM and ends on Saturday at 5:00 pm. The weekly schedule is used to evaluate our performance targets and quality metrics.

4.03 Pay Cycle

Wage payments are issued on the seventh (7th) day of each month (i.e., monthly). If the day falls on a weekend or holiday, payment will be issued on the preceding business day.

4.04 Direct Payroll Deposit

All employees use the Payroll Direct Deposit program. Payroll Direct Deposit is the automatic deposit of your pay into your account(s) at the financial institution of your choice. Forms to enroll in the program are issued to all new employees and are also made available to all employees.

4.05 Gratuity:

Gratuity shall be paid as per the provisions of Payment of Gratuity Act, 1972.

Gratuity will be payable to an employee on the termination of his employment after he has rendered continuous service for not less than 5 years on his:

- Retirement
- Resignation
- Death
- Disablement Due To Accident or Disease

On the basis of last drawn basic salary, the amount of gratuity shall be calculated in accordance to the applicable laws.

The Gratuity of an employee whose services have been terminated for any act, willful omission or negligence causing damage or loss to or destruction of property belonging to the employer, shall be forfeited to the extent of the damage or loss so caused.



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SECTION 5: PERFORMANCE



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5.01 Performance Reviews

The Company wants employees to grow and succeed in their jobs. In order to assist employees in this regard, the Company has instituted a formal review process under which it will review each employee's performance on at least an annual basis. Furthermore, the Company encourages informal reviews through daily feedback from managers.

1. **Goal-Setting:**

Annual participatory process of setting and measurement of individual and team goals linked to and supporting the Company's mission and operating principles. Performance Feedback/Interactive Process: Standards and goals by manager and employee, involving regular performance, and developmental needs. This should be ongoing throughout the year.

2. **Probationary Evaluations:**

You will work on probation for a period of six (6) months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation until a confirmation letter has been issued to you in writing. During the probation period, your services are liable for termination at any time by the company providing fifteen (15) days' notice to you in writing. Should you desire to end your services with the company you will be required to give fifteen (15) days written notice.

Upon completion of Probation period employees are eligible for vacation. After the probation period employee accrue days at the rate of 1.25 days per month

3. **Year End Appraisal:**

Process in which the Company provides an annual focused review to discuss accomplishments and progress against goals, as well as to help employees develop their abilities and their potential, enabling them to create their own career path. This occurs annually.



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SECTION 6: WORKPLACE POLICIES

6.01 Dress Code and Personal Appearance

The Company expects its employees to dress and groom themselves in accordance with accepted social and business standards, particularly if the job entails meeting with customers or visitors in person. Each manager or department head is responsible for establishing a reasonable dress code respective to the job duties. Employees are expected to be attired and groomed suitably during working hours or when representing the Company.

Personal appearance should be a matter of concern for each employee. If your manager feels your attire is inappropriate or does not comply with the working condition clothing requirements established for certain departments, you may be asked to leave your workplace until you are properly attired and/or groomed. Employees who violate dress code standards may be subject to appropriate disciplinary action.

If you need more specific information on appropriate attire in the workplace, please discuss this with your manager or with the Human Resource Department.

6.02 Housekeeping

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times, actively participate in maintaining the neatness of the Company's facility. It is a required safety precaution.

If you spill a liquid, clean it up immediately or contact facilities maintenance. Do not leave tools, materials, or other objects on the floor, which may cause others to trip or fall. Keep aisles, stairways, exits, electric panels, fire extinguishers, and doorways clear at all times.

Please report anything that needs repairing to the facilities coordinator or your manager immediately.

6.03 Consensual Relationships

At times, consensual romantic and/or sexual relationships between co-workers may occur. When such a relationship is between an employee who has managerial authority and one who does not, the Company's ability to enforce its policy against sexual harassment can be affected. Therefore, if such relationships arise and are brought to the company's attention, they will be considered carefully by the Company officials and appropriate action will be taken. Such action may include a change in the responsibilities of the individuals involved in such relationships or transfer of location within the Company. Any managerial employee involved in such a relationship is required to report the relationship to his or her manager and to the Human Resources Department.

6.04 Misconduct

The Company expects its employees to follow rules of conduct which will ensure orderly operations, provide the best possible work environment, and protect all interests and safety of all employees and the Company. Managers and employees are responsible for knowing what is expected of them on the job, including the principles of conduct and work rules which all employees must follow. It is not possible to list all the forms of behavior which are considered unacceptable in the workplace. The following is a non- inclusive list of examples of infractions of rules of conduct which may result in disciplinary action, up to and including immediate termination of employment without warning:

- Theft or inappropriate removal or possession of Company or employee property, or unauthorized use of Company services, equipment or facilities.
- Disclosure or misappropriation of business “secrets” or confidential information, including any and all information relating to the Company’s proprietary products or research results.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs anywhere in the workplace, while on duty or while operating Company-owned or rented vehicles or equipment.
- Fighting or threatening violence in the workplace.
- Disruptive activity in the workplace.
- Failure to report any injury or accident in a timely manner
- Dishonesty or misrepresentation of any kind.
- Absence from work for more than 2 days without notifying your manager (will be deemed as a voluntary resignation.)
- Intentionally misusing or damaging Company property or the property of another employee.
- Insubordination or other disrespectful conduct.
- Sexual or other unlawful or unwelcome discrimination or harassment.
- Possession of weapons, such as knives, clubs, or firearms or other dangerous materials, such as explosives, on Company property.
- Excessive absenteeism.
- Excessive tardiness.
- Unsatisfactory performance or conduct.
- Falsification of employment application, time reports, or any other Company records.
- Gambling on Company time or premises.
- Failure to practice safety measures as required by the Company, such as wearing safety glasses, lab coats, and other protective gear.
- Violation of any of the Policies and Procedures set forth in this Handbook.
- It is the Company’s policy to ensure that access to the Internet and intranet, as authorized by ARDEM is used primarily for conducting Company business and is not to be used for illegal, offensive or unethical use. The Company also prohibits such access for conducting non-Company commercial business and for personal use such as social networking (i.e.: Facebook, Twitter, Myspace...), playing games, video and audio streaming (YouTube, Vimeo...) or excessive personal investment activity.

* This list is not inclusive, but rather demonstrates types of behavior that would be classified as misconduct

6.05 Sexual Harassment

Sexual Harassment is one kind of discriminatory harassment. All issues in relation thereto shall be handled by the Internal Complaints Committee as per the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

As per the laws of the land Sexual harassment includes any one or more of the following unwelcome acts or behaviour (whether directly or by implication) namely:--

- (i) physical contact and advances; or
- (ii) a demand or request for sexual favors; or
- (iii) making sexually colored remarks; or
- (iv) showing pornography; or
- (v) any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

Accordingly, the Company prohibits such offensive conduct in the workplace.

It is not possible to identify all of the conduct which could be sexual harassment. However, some common examples of conduct that might be sexual harassment are:

- Threatening to or actually making job decisions such as: discharge, demotion, or reassignment, if sexual favors are not granted;
- Demanding sexual favors in exchange for favorable or preferential treatment;
- Use of stereotypes or gender-related remarks which are offensive, insulting, derogatory or degrading;
- Unwelcomed and/or repeated flirtations, propositions, advances;
- Unwelcomed physical contact;
- Whistling in a manner directed toward the appearance of another;
- Leering;
- Improper gestures;
- Tricks or horseplay;
- Unwelcome comments about appearance;
- Sexual jokes or use of sexually explicit or offensive language, either in person, in writing or through e-mail;
- Gender or sex-based pranks;
- Display in the workplace of any sexually suggestive objects or pictures, including material from the internet.

All Company employees are expected to take particular care to ensure compliance with this policy in informal situations such as social functions and business trips.



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An investigation of the complaint will be conducted immediately. After the investigation is completed, appropriate action will be taken. If the Company concludes that unlawful sexual harassment or other discrimination has occurred, appropriate action will be taken to correct the situation. This action may include, but is not limited to, an oral warning, a written warning which goes into the personnel file, referral to formal counseling, disciplinary suspension or probation, reassignment, or discharge from the Company. The level of discipline will depend on the circumstances.

This policy covers all forms of harassment even if the alleged harasser is a non- employee (e.g., clients, contractors, independent contractors, vendors) to the extent that it affects the work environment or interferes with the performance of work. Anyone who believes that he or she has been subjected to or has observed such harassment is encouraged to report the problem immediately, using the procedures set forth in this policy. The Company will investigate a reported incident to the extent practicable and will take remedial action where appropriate.

6.06 Other Harassment

Harassment is not limited to sexual harassment. Statements or actions that ridicule or are critical of an individual because of his/her race, ancestry, color, religion, gender, sexual orientation, marital status, national origin, age, disability, citizenship, status as a smoker/non- smoker, or any other protected characteristic are offensive. Offensive conduct can create an intimidating, hostile work environment and may unreasonably interfere with the individual's work performance. Accordingly, the Company prohibits such offensive conduct in the workplace. Examples of such harassment are:

- Using epithets or slurs;
- Threatening, intimidating or engaging in hostile acts that focus on a protected characteristic, including jokes or pranks;
- Placing or circulating anywhere on the Company's premises, or using the Company's business systems, to create, send, receive or store, written or graphic material that denigrates or shows hostility, bias against or aversion toward a person or group because of a protected characteristic.

This policy covers all forms of harassment even if the alleged harasser is a non- employee (e.g., clients, contractors, independent contractors, vendors) to the extent that it affects the work environment or interferes with the performance of work. Anyone who believes that he or she has been subjected to or has observed such harassment is encouraged to report the problem immediately, using the procedures set forth in this policy. The Company will investigate a reported incident to the extent practicable and will take remedial action where appropriate.

6.07 Reporting Unlawful Harassment and other Discrimination

The Company strongly encourages the prompt reporting of all incidents of discrimination or discriminatory harassment. If you believe you are being harassed or have seen harassment, or have been unlawfully discriminated against in any other way, we encourage you to file a complaint in the following manner:

- Option 1: Please speak with your immediate manager about your concern.
- Option 2: If you are uncomfortable or feel that it is unreasonable to pursue Option1, speak with the Human Resources Manager.
- Option 3: If you are uncomfortable or feel that it is unreasonable to pursue either Option 1 or 2, please speak with any member of Senior Management.

An investigation of the complaint will be conducted immediately. After the investigation is completed, appropriate action will be taken. If the Company concludes that unlawful harassment or other discrimination has occurred, appropriate action will be taken to correct the situation. This action may include, but is not limited to, an oral warning, a written warning which goes into the personnel file, referral to formal counseling, disciplinary suspension or probation, reassignment, or discharge from the Company. The level of discipline will depend on the circumstances.

All reports of incidents will be kept confidential to the fullest extent practicable and consistent with the Company's needs to undertake a full investigation. You will not be retaliated against for reporting incidents that in good faith you believe to be in violation of this policy. You will not be retaliated against for participating in the investigation of harassment or other discrimination complaint. We consider retaliation to be a serious violation of this policy and urge you to report any incidents of retaliation immediately. We will investigate and resolve reports of retaliation in the same manner as reports of harassment and other discrimination.

6.08 Conflict of Interest

Company policy prohibits conflicts of interest. A "conflict of interest" occurs when your private interest interferes in any way with the interests of Company. In addition to avoiding conflicts of interest, you should also avoid even the appearance of a conflict.

All potential and actual conflicts of interest or material transactions or relationships that reasonably could be expected to give rise to such a conflict or the appearance of such a conflict must be disclosed. If you have any doubt about whether a conflict of interest exists after consulting this Code, you should seek assistance from the appropriate persons or entities identified in the Resources section, so that you can make that determination.

Any official, manager, employee, agent or non-employee of the Company who, after appropriate investigation, has been found to have harassed, discriminated against, or retaliated against another person in violation of this policy will be subject to appropriate corrective and/or disciplinary action, up to and including termination of his or her employment or other relationships with the Company.

6.09 Reporting a Breach of Workplace Policies

- Option 1: Please speak with your immediate manager about your concern.
- Option 2: If you are uncomfortable or feel that it is unreasonable to pursue Option 1, speak with the Head of Human Resources.
- Option 3: If you are uncomfortable or feel that it is unreasonable to pursue either Option 1 or 2, please speak with any member of Senior Management.

6.10 Procedures for Policy Violation

When the Company deems appropriate, corrective action is initiated on a progressive basis. The objective is to resolve the problem or to improve performance. Corrective action generally consists of these steps:

1. **Verbal Counseling/Warning:** A verbal counseling/warning is an indication of dissatisfaction concerning job performance, a specific act, or violation of policy or procedure. The record of the discussion between the employee and the manager will be placed in the employee's personnel file.
2. **Written Counseling/Warning:** A written counseling/warning statement is a statement by the manager notifying the employee that he/she is being warned for a specific act, job performance deficiency, or violation of a policy or procedure. The warning notice typically will identify the specific problem or deficiency, the corrective action that needs to be taken, the future penalties that will result from continued unsatisfactory performance or misconduct, and a time limit for corrective action. The statement should be signed by the manager, the employee and Human Resources. The employee signature is to acknowledge receipt only. The manager will send the original to the Human Resources Department for filing in the employee's personnel file and furnish a copy to the employee.
3. **Suspension and/or Termination:** Certain forms of serious misconduct and performance deficiencies may result in suspension or discharge, without prior counseling. Examples of the types of violations which may subject an employee to immediate discharge are: violation of Company policies; insubordination; threatened or actual physical violence; possession, use or sale of controlled substances while on Company business or on Company property; poor performance; theft; harassment (including sexual harassment); and false, fraudulent or malicious statements about another employee or a client of the Company. Please note that the above-listing is not all inclusive, as the nature and seriousness of other violations may warrant disciplinary action up to and including termination. The suspension may be with or without pay pending the evaluation of the facts and the recommended corrective action.

Please be aware that each situation is unique and of varying levels of seriousness, and therefore may require corrective action at a level of counseling different from that which normally would apply. As such, the Company does not guarantee that one form of action will necessarily precede another. Further, the Company reserves the right, at all times, to take whatever disciplinary action it deems



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appropriate, up to and including termination. Prior notification and utilization of the procedures outlined above is not a prerequisite for termination or other disciplinary action.





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SECTION 7: ENVIRONMENTAL HEALTH AND SAFETY POLICY

7.01 Mission Statement:

The purpose of this policy is to develop a high standard of environmental health and safety throughout all operations of the Company.

We believe that each employee has the right to derive personal satisfaction from his/her job and is entitled to a safe workplace. As such, the prevention of occupational injury or illness is of utmost priority at all times.

Each individual is responsible for the safety and health of those persons in their charge and coworkers around them. By accepting mutual responsibility to operate safely, we will all contribute to the overall wellbeing of personnel.

7.02 Safety Documents

Our environmental health and safety policies and procedures are as follows:

- Evacuation Plan/Emergency Action Plan: These items are constantly being monitored and will be communicated to you as procedures are improved. See separate procedures for details
- First Aid and Medical Plan: See separate procedures for details.
 - First aid kit is available for anyone seeking medical attention.
 - Ambulance transportation number to the hospital is posted.
 - All employees should insure that their supervisor has their updated emergency medical contact person's cell number. This person will be called in the event of an emergency and you are not able to speak for yourself.
 - Discuss with your H.R representative any personal medical issues that should be known in case you need help at the office.
 - If you have further questions about health and safety please discuss this with your supervisor.



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SECTION 8: RESTRICTIVE COVENANT AGREEMENT



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RESTRICTIVE COVENANT AGREEMENT

In consideration of my employment with or engagement by ARDEM Data Services Private Limited (the "Company"), I hereby agree as follows:

1. Confidential Material.

I understand and acknowledge that the Company or its representatives, counsel, directors, officers, employees or agents, continually obtains and develops valuable proprietary and confidential information and material concerning its business, business relationships and financial affairs (the "Confidential Material"). I further acknowledge and agree that in connection with and in consideration for my employment with the Company, certain valuable Confidential Material will be made known to me.

- a) I acknowledge that all Confidential Material is and shall remain the exclusive property of the Company or the third party providing such Confidential Material to myself or the Company. By way of illustration, but not limitation, Confidential Material may include all existing or proposed development efforts, patent applications, trade secrets, know-how, technical data or other material of the Company (or its representatives), procedures, techniques, processes, data or information of the Company (its affiliated entities and any of its investors, customers, strategic partners and other third parties that the Company is under an obligation to keep confidential), financials, investments, budgets, business plans, marketing plans, distribution and sales methods and systems, sales and profit figures, customers, clients, suppliers, personnel matters, business contacts, products, processes, designs, methods, improvements, discoveries, ideas, and programs, whether or not in oral, written, graphic, electronic, photographic or any other form and whether or not labeled or identified as confidential or proprietary.
- b) I agree that I shall not, during the term of my employment and thereafter, publish, disclose or otherwise make available to any third party, other than employees of the Company, any Confidential Material, except as expressly authorized in writing by the Company, I agree that I shall use such Confidential Material only in the performance of my duties for the Company in accordance with any Company policies with respect to the protection of Confidential Material. I agree not to use such Confidential Material for my own benefit or for the benefit of any other person or business entity.
- c) I agree to hold the Confidential Material in strictest confidence, including exercising all reasonable precautions to protect the integrity and confidentiality of Confidential Material in my possession and not to remove any material containing Confidential Material from the Company's premises except to the extent necessary to my employment.



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- d) Confidential Material shall not include, however, any such information which: (1) prior to disclosure, is known to me without restriction, as evidenced by my written records at the time of disclosure, or after disclosure, becomes generally known or available to the public through no act or omission of me in violation of this Agreement; (ii) is lawfully and in-good faith made available to me by a third party who did not derive it from the Company and who imposes no obligation of confidence on me; (iii) is required to be disclosed by a governmental authority or by order of a court of competent jurisdiction, provided that such disclosure is subject to all applicable governmental or judicial protection available for like material and reasonable advance notice is given to the Company; provided further, that in such case, only the minimum information as required by law is disclosed.
- e) Return of Confidential Material. Unless otherwise specified in writing, all documents and material containing or embodying Confidential Material shall remain the property of the Company and I agree not to make any copies of Confidential Material without the prior consent of the Company. Upon termination of my employment or at any time upon the Company's request, I agree to promptly return all documents and/or material containing or embodying any Confidential Material to the Company as well as all copies thereof and shall cause all summaries or synopses thereof to be either delivered to the Company or destroyed.

2. Assignment of Inventions.

The term "Inventions" shall mean all trade secrets, trademarks, copyrights, service marks, logos, domain names, technical data, inventions, concepts, ideas, processes, data, programs, software and systems documentation, source code, object code, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques that are conceived, devised, invented, developed, created, made, or reduced to practice or tangible medium, by me, under my direction or jointly with others, (i) during my performance of services for the Company, whether or not during normal working hours or on the Company premises (ii) on the Company premises or with the use of Company material, or (iii) that relate, directly or indirectly, to the business of the Company or arise out of my employment with the Company whether or not during normal working hours or on the Company premises or with the use of Company material. The term "Proprietary Rights" shall mean all, trade secrets, know-how, patents, copyrights, trademarks, applications for any of the foregoing, and any other intellectual property rights of the Company throughout the world. This provision shall not apply, however, to inventions that are unrelated to the business of the Company (including its research and development), do not result from any work that I do for the Company so long as they are developed entirely on my own time without the use of the Company's equipment, supplies, facilities.

- a) Disclosure of Inventions. I will promptly and fully disclose in writing to the Company all Inventions. I agree to assist in every proper way and to execute those documents and take such acts as are reasonably requested by the Company to obtain, sustain and from time to time enforce any Proprietary Rights relating to Inventions in the United States or any other country.



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- b) Assignment of inventions. I hereby assign and agree to assign in the future to the Company all of my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto). I will, at the Company's request, promptly execute a written assignment to the Company of any such Inventions and any other document(s) that the Company reasonably requests in order to perfect the Company's rights in Inventions, and I will preserve any such Invention as part of the Confidential Material of the Company. I agree that I will not dispute the Company's ownership of any Inventions. I hereby appoint the Company as my attorney to execute and deliver any such documents on its behalf in the event I should fail or refuse to do so within a reasonable period following the Company's request.
- c) Copyrightable Works. I acknowledge that any original works of authorship made by me (solely or jointly with others) that are otherwise covered by the terms hereof and that are protectable by copyright, shall be deemed to be a "work made for hire". Accordingly, the Company shall be the sole and exclusive author and owner of all such copyrightable works and all right, title and interest therein and thereto, including, without limitation, all copyrights (and all renewals and extensions thereof). To the extent that any of such works are not determined to be a work made for hire, I hereby irrevocably, permanently, exclusively and absolutely assign and grant to the Company all right, title and interest in and to such works, including, without limitation, all copyrights therein (and all renewals and extensions thereof). The Company shall have the sole and exclusive right to use and exploit such works, in whole or in part, in any media or technology known or hereafter devised, in perpetuity. The Company's rights in and to such works may be assigned and licensed without limitation, and any such assignment or license shall be binding on me and shall inure to the benefit of such assignee or licensee. Moreover, I hereby waive, forfeit, relinquish and abandon all "moral rights" (as said term is commonly understood) and all rights of attribution and integrity that I may otherwise have had with respect to such works through the universe.
- d) No Conflicting Obligation. I represent that my performance of all the terms of this Agreement does not and will not breach any other agreement or institutional policy under which I am bound, or any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment for the Company. I have not entered into, and I agree not to enter into, any other agreement whether written or oral in conflict herewith.
- e) Non-Competition. During the term of my employment with or engagement by the Company, I will not, without, the Company's express written consent, directly or indirectly, participate as a principal, employee, consultant, partner, member or stockholder of, or in any other capacity with, any business enterprise (other than in my capacity as a holder of not more than 1% of the combined voting power of the outstanding stock of a publicly-held company) whose business is or may be competitive with the products and services being designed, conceived, marketed, distributed and/or developed by the Company while I am employed or engaged or at the time of termination of my employment or engagement. Upon termination of my services whether voluntary or involuntary I will not seek employment on a part-time or, full-time basis with my



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previous employer, or a client, or competitor of the Company for a period of 24 months from date of termination of employment with the Company.

- f) Non-Solicitation and Non-Hire. During the term of my employment with or engagement by the Company and for the one (1) year period beginning on the date that my performance of services for the Company terminates, I will not either directly or through others, solicit or attempt to solicit any employee, consultant, independent contractor, customer or supplier of the Company to change or terminate his or her relationship with the Company or otherwise to become an employee, consultant, independent contractor or customer to, for or of any other person or business entity in lieu of the Company.
- g) Legal and Equitable Remedies. Because my services are personal and unique, and because I have had and will continue to have access to and have become and will continue to become acquainted with the Confidential Material of the Company and because any breach by me of any of the terms and conditions of this Agreement would result in irreparable injury and damage for which money damages would not provide an adequate remedy, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach, or threatened breach, of this Agreement. I agree that in any action in which the Company seeks injunctive, specific performance or other equitable relief, I will not assert or contend that any of the provisions of this Agreement are unreasonable or otherwise unenforceable. In action or suit to enforce any right or remedy under this Covenant or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including legal fees.
- h) Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notices shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing, or if sent by overnight courier upon written verification of receipt.
- i) No Obligation of Continued Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of my performance of services for the Company, nor shall it interfere in any way with my right or the Company's right to terminate my performance of services for the Company at any time, for any reason. I understand that my employment is "at will" unless I have entered into a separate employment agreement with the Company, and that my obligations under this Agreement shall not be affected by any change in my position, title or function with, or compensation by, the Company.
- j) Business Associate Confidentiality Agreement. In connection with the proposed arrangement to work as an employee to the Company we will be furnishing you information regarding our clients. The information supplied may include financial, personal, health or other business



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information that may be considered to be of private and confidential nature. In consideration for working with the Company you agree:

- Any protected health information (PHI) or other secured or confidential/secured document including PII will be safeguarded.
- You will not use or disclose any PHI/PII or confidential/secured accept as required to provide service to our clients. Any aggregated or extracted information is for the sole use of our clients and you are not entitled to or try to seek any revenue, royalties or other compensation from such information.
- No attempt will be made to copy, print or transmit any PHI/PII or confidential/secured information from the premises.
- Unless otherwise agreed in writing you will not disclose or reveal any information furnished to you other than to other Company associates who are directly working for the same Company client assignments.
- Breach of confidentiality is condition for termination of employment and legal action.

k) General:

- i. I hereby acknowledge and agree that I have reviewed and understood this Agreement and that the covenants contained herein are reasonable in geographical and temporal scope and in all other respects.
- ii. If any court or other decision maker of competent jurisdiction determines that any of the covenants (or any parts thereof) contained in this Agreement are unenforceable because of the duration or geographical scope of such provision, then, the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- iii. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor-in-interest or other assignee.
- iv. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this



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Agreement shall be construed as a waiver of any other right. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously retained to perform services for the Company, or am in the future employed or retained to perform services for the Company if no other Agreement governs nondisclosure and assignment of inventions during such period.

- v. This Agreement is not assignable without the prior written consent of the other party; provided, however, that the Company may assign this Agreement, without my consent, to any corporation with which it merges or consolidates or to any transferee of all or part of the Company's assets, The terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto. It is further understood and agreed that this Agreement may not be amended except by an instrument signed by the party against whom enforcement is sought.
- vi. I agree not to make written or oral statements about the Company or its officers, Directors, shareholders, employees or agents that are negative, disparaging, or that could affect adversely the conduct of the Company's business or its reputation. Nothing in this Paragraph shall preclude me from communicating or testifying truthfully to the extent expressly required or protected by law, or by the proper inquiry of a state or federal governmental agency, or by a subpoena to testify issued by a court of competent jurisdiction.
- vii. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral. Any modification of this Agreement shall be in writing and shall be signed by a duly authorized representative of each party. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.



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Restrictive Covenant Agreement Form

ARDEM Data Services Private Limited, Restrictive Covenant Agreement ACKNOWLEDGMENT FORM

All employees, officers and directors of ARDEM Data Services Private Limited are expected to complete this form annually certifying that they have read, understood and complied with the Code of Business Conduct and Ethics. It is the Company's policy that no one will be subject to retaliation or adverse employment action because of a good faith report of suspected misconduct or for assisting in the investigation of suspected misconduct.

I have received and read the Restrictive Covenant Agreement and I understand and have complied with its contents. I agree to comply fully with the standards, policies and procedures contained in the Covenant and the Company's related policies and procedures. I understand that I have an obligation to report to the Company any suspected violations of the Restrictive Covenant that I am aware of. I acknowledge that the Covenant is a statement of policies for business conduct and does not, in any way, constitute an employment contract or an assurance of continued employment.

Printed Name:

Signature:

Date:



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SECTION 9: IT POLICIES

9.01 IT Support Policy

Purpose

The IT Department of the Company provides computer and information systems support for all staff members. The purpose of this Policy is to describe the basic level of service that will be guaranteed by the IT Department. It is also the purpose of this policy to identify and delineate the limits of IT's capabilities and what will not be supported.

Scope

"IT support" is defined as any queries made by end users to the IT Department regarding any failures, problems, issues, questions, and other matters relating to the operation and continuity of company-owned PCs, servers, Web sites, software, peripherals, telephony, mobile devices, and other equipment or assets.

The range of support offered and guaranteed by the IT Department will vary depending on the nature of the problem, the number of staff or resources available to resolve the problem, the criticality of the asset in question, and other factors regarding the nature of the support requested. Priority will generally be given to mission-critical applications/workflows/assets first, moving down in priority sequence.

Contact

The IT support team can be contacted in a variety of methods; however, the preferred method is e-mail. Help desk contact information is as follows:

- IT@ARDEM.net

9.02 Email Acceptable Use Policy

Account Activation/Termination

E-mail access at the Company is controlled through individual accounts and passwords. It is the responsibility of the employee to protect the confidentiality of their account and password information.

E-mail access will be terminated when the employee or third party terminates their association with the Company, unless other arrangements are made. The Company is under no obligation to store or forward the contents of an individual's e-mail inbox/outbox after the term of their employment has ceased.

General Expectations of End Users

The enterprise often delivers official communications via e-mail. As a result, employees of the Company with e-mail accounts are expected to check their e-mail in a consistent and timely manner so that they are aware of important company announcements and updates, as well as for fulfilling business and role- oriented tasks.

E-mail users are responsible for mailbox management, including organization and cleaning to remember that e-mail sent from the company's e-mail accounts reflects on the company. Please comply with normal standards of professional and personal courtesy and conduct.

Inappropriate Use/Monitoring and Confidentiality

The e-mail systems and services used at the Company are owned by the company, and are therefore its property. This gives the Company the right to monitor any and all e-mail traffic passing through its e-mail system. This monitoring may include, but is not limited to, inadvertent reading by IT staff during the normal course of managing the e-mail system, review by the legal team during the e-mail discovery phase of litigation, observation by management in cases of suspected abuse or to monitor employee efficiency.

Use extreme caution when communicating confidential or sensitive information via e-mail. Keep in mind that all e-mail messages sent outside of the Company become the property of the receiver. A good rule is to not communicate anything that you wouldn't feel comfortable being made public. Demonstrate particular care when using the "Reply" command during e-mail correspondence to ensure the resulting message is not delivered to unintended recipients.

Reporting Misuse

Any allegations of misuse should be promptly reported to Human Resources and the IT helpdesk at . If you receive an offensive e-mail, do not forward, delete, or reply to the message. Instead, report it directly to the individuals named above.

Disclaimer: The Company assumes no liability for direct and/or indirect damages arising from the user's use of the Company's e-mail system and services. Users are solely responsible for the content they disseminate. The Company is not responsible for any third-party claim, demand, or damage arising out of use the Company's e-mail systems or services.

Attempting to obtain another user's account password is strictly prohibited. A user must contact the help desk or IT administrator to obtain a password reset if they have reason to believe that any unauthorized person has learned their password. Users must take all necessary precautions to prevent unauthorized access to Internet services.

Disclaimer

The Company assumes no liability for any direct or indirect damages arising from the user's connection to the Internet. The Company is not responsible for the accuracy of information found on the Internet and only facilitates the accessing and dissemination of information through its systems. Users are solely responsible for any material that they access and disseminate through the Internet.

9.03 Remote Access Policy

Purpose

The purpose of this policy is to define standards, procedures, and restrictions for connecting to the Company's internal network(s) from external hosts via remote access technology, and/or for utilizing the Internet for business purposes via third-party wireless Internet service providers (a.k.a. "hotspots"). The Company's resources (i.e. corporate data, computer systems, networks, databases, etc.) must be protected from unauthorized use and/or malicious attack that could result in loss of information, damage to critical applications, loss of revenue, and damage to our public image. Therefore, all remote access and mobile privileges for Company employees to enterprise resources – and for wireless Internet through Dongle and home Wi-Fi, must employ only company-approved methods.

Scope

Eligible Users

All employees requiring the use of remote access for business purposes must receive permission through upper management and the IT department.

Policy and Appropriate Use

It is the responsibility of any employee of the Company with remote access privileges to ensure that their remote access connection remains as secure as his or her network access within the office. It is imperative that any remote access connection used to conduct Company business be utilized appropriately, responsibly, and ethically. Therefore, the following rules must be observed:

- i. Employees will use secure remote access procedures via a VPN client. This will be enforced through public/private key encrypted strong passwords in accordance with the Company's password policy. Employees agree to never disclose their passwords to anyone, particularly to family members if business work is conducted from home.
- ii. Remote users are not allowed to use public hotspots for wireless Internet access.



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- iii. No employee is to use Internet access through company networks via remote connection for the purpose of illegal transactions, harassment, competitor interests, or obscene behavior, in accordance with other existing employee policies.
- iv. If a company-owned computer or related equipment used for remote access is damaged, lost, or stolen, the authorized user will be responsible for notifying their manager and the Company's IT department immediately.
- v. The remote access user also agrees to immediately report to their manager and the Company's IT department any incident or suspected incidents of unauthorized access and/or disclosure of company resources, databases, networks, etc.
- vi. The remote access user also agrees to and accepts that his or her access and/or connection to the Company's networks may be monitored to record dates, times, duration of access, etc., in order to identify unusual usage patterns or other suspicious activity. As with in-house computers, this is done in order to identify accounts/computers that may have been compromised by external parties.

9.04 Anti-Virus Policy

General Policy

- 1. Currently, the Company has Symantec Cloud Endpoint Protection.
- 2. All computers attached to the Company network must have standard, supported anti-virus software installed. This software must be active, be scheduled to perform virus checks at regular intervals, and have its virus definition files kept up to date.
- 3. Any activities with the intention to create and/or distribute malicious programs onto the Company network (e.g. viruses, worms, Trojan horses, e-mail bombs, etc.) are strictly prohibited.
- 4. If an employee receives what he/she believes to be a virus, or suspects that a computer is infected with a virus, it must be reported to the IT department immediately at
- 5. Report the following information (if known): virus name, extent of infection, source of virus, and potential recipients of infected material.
- 6. No employee should attempt to destroy or remove a virus, or any evidence of that virus, without direction from the IT department.
- 7. Any virus-infected computer will be removed from the network until it is verified as virus-free.



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8. Never open any files or macros attached to an e-mail from an unknown, suspicious, or untrustworthy source.
9. Be suspicious of e-mail messages containing links to unknown Web sites. It is possible that the link is a malicious executable (.exe) file disguised as a link. Do not click on a link sent to you if you were not expecting a specific link.
10. Never copy, download, or install files from unknown, suspicious, or untrustworthy sources or removable media. Always scan a portable drive for viruses before using it.
11. If instructed to delete e-mail messages believed to contain a virus, be sure to also delete the message from your Deleted Items or Trash folder.
12. Back up critical data and systems configurations on a regular basis and store backups in a safe place.

9.05 IT Department Responsibilities:

The following activities are the responsibility of the Company IT department:

1. The IT department is responsible for maintaining and updating this Anti-Virus Policy.
2. The IT department will keep the anti-virus products it provides up-to-date in terms of both virus definitions and software version in use.
3. The IT department will apply any updates to the services it provides that are required to defend against threats from viruses.
4. The IT department will install anti-virus software on all Company owned and installed desktop workstations, laptops, and servers.
5. The IT department will take appropriate action to contain, remove, and assist in recovery from virus infections. In order to do so, the IT department may be required to disconnect a suspect computer from the network or disconnect an entire segment of the network.
6. The IT department will attempt to notify users of Company systems of any credible virus threats via e-mail or telephone messages. Virus reports will not be acted upon until validated. Employees should not forward these or any virus warning messages in order to keep network traffic to a minimum.

9.06 Responsibilities

The following activities are the responsibility of the Company departments and employees:

1. All employees are responsible for taking reasonable measures to protect against virus infection.
2. Employees must not attempt to either alter or disable anti-virus software installed on any computer attached to the Company network without the express consent of the IT department.

9.07 Social Media Acceptable Use Policy Usage

The organization's social media accounts are intended to be used solely for business purposes. Depending on the nature of the employee's duties, these purposes may be addressed through a variety of services, including but not limited to Facebook, Twitter, LinkedIn, and YouTube.

The following are examples of legitimate business usage of public social media:

- Building positive brand image: Organizations can use social media to promote a positive brand image. This is particularly important for organizations vulnerable to negative press or consumer discontent.
- Increasing mind share: Social media can reach large audiences at very low monetary cost, giving organizations another medium for promotion, increasing awareness of your organization/brand.
- Improving customer satisfaction: Customers that receive more timely and personal service in the medium that they prefer will be more satisfied.

The following activities are deemed inappropriate uses of social media:

- Use of social media for illegal or unlawful purposes, including copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, soliciting for illegal pyramid schemes, and computer tampering (e.g. spreading of computer viruses).
- Use of social media that in any way violates the company's policies, rules, or administrative orders, including, but not limited to, discussing company business and/or strategies, sharing intellectual property.
- Opening attachments from unknown or unsigned sources. Attachments are the primary source of computer viruses and should be treated with utmost caution.

- Sharing social media account passwords with another person, or attempting to obtain another person's social media account password.
- Use of personal social media accounts and user IDs for company use is prohibited.
- Use of company social media user IDs for personal use is prohibited.

9.08 Applicability

Mobile devices should not be used to access, store, back up, or relocate any organization or client-specific data. Addition of new hardware, software, and/or related components to provide additional mobile device connectivity will be managed at the sole discretion of IT. Non-sanctioned use of mobile devices to back up, store, and otherwise access any enterprise-related data is strictly forbidden.

9.09 Affected Technology

Connectivity of all company mobile devices will be centrally managed by the Company's IT department and will use authentication and strong encryption measures. Although IT will not directly manage personal devices purchased by employees, end users are expected to adhere to the same security protocols when connected to non-corporate equipment. Failure to do so will result in immediate suspension of all network access privileges so as to protect the company's infrastructure.

9.10 Policy & Appropriate Use

It is the responsibility of any employee of the Company who uses a mobile device to access corporate resources to ensure that all security protocols normally used in the management of data on conventional storage infrastructure are also applied here. It is imperative that any mobile device that is used to conduct Company business be used appropriately, responsibly, and ethically. Failure to do so will result in immediate suspension of that user's account. Based on this requirement, the following rules must be observed:

Access Control:

1. IT reserves the right to refuse, by physical and non-physical means, the ability to connect mobile devices to corporate and corporate-connected infrastructure. IT will engage in such action if such equipment is being used in a way that puts the company's systems, data, users, and clients at risk.
2. Prior to initial use on the corporate network or related infrastructure, **all mobile devices must be approved by IT**. The Company will maintain a list of approved mobile devices and related software applications and utilities. Devices that are not on this list may not be connected to corporate infrastructure. If your preferred device does not appear on this list, contact the help



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desk at . Although IT currently allows only listed devices to be connected to enterprise infrastructure, it reserves the right to update this list in the future.

3. All personal mobile devices attempting to connect to the corporate network through the Internet will be inspected using technology centrally managed by the Company's IT department. Devices that are not approved by IT, are not in compliance with IT's security policies, or represent any threat to the corporate network or data will not be allowed to connect. Devices may only access the corporate network and data through the Internet using a Secure Socket Layer (SSL) Virtual Private Network (VPN) connection. The SSL VPN portal web address will be provided to users as required. Smart mobile devices such as smartphones, tablets, and laptops will access the corporate network and data using mobile VPN software installed on the device by IT.
4. All mobile devices accessing Company e-mail and/or data **MUST** have auto lock with password security enabled.

Breach:

1. You understand that any breach of the aforesaid terms and/or any other term in relation thereto shall be governed by the Information Technology Laws of India. You understand that the company deals in valuable computer resource which is defined to include a "computer, computer system, computer network, data, computer database or software". As is evident, this definition is wide enough to cover most intrusions which involve any electronic communication devices or networks including mobile networks.
2. You understand that any breach of the terms of the IT Policy or any other term in relation thereto shall provide for both civil liability and criminal penalty for a number of specifically proscribed activities involving use of a computer many of which impinge on privacy directly or indirectly.