

# INTELLECTUAL PROPERTY POLICY



## SFO TECHNOLOGIES

A NeST Group Company

CREATING INNOVATIVE SOLUTIONS

***Intellectual property rights are enshrined as human rights in the UDHR. Article 27 of the Universal Declaration provides that: "Everyone has the right freely to participate in the cultural life of the community, to enjoy the arts and to share in scientific advancement and its benefits; (2) Everyone has the right to the protection of the moral and material interests resulting from any scientific, literary or artistic production of which he is the author." These rights are further emphasized by Article 15 of the International Covenant on Economic, Social and Cultural Rights, 1966 (ICESCR), Article 19 of the International Covenant on Civil and Political Rights, 1966 (ICCPR), the Vienna Declaration and Program of Action, 1993 (VDPA), and other international and regional instruments.***

***(Forewords - The proceedings of a panel discussion, organized by the World Intellectual Property Organization in collaboration with the Office of the United Nations High Commissioner for Human Rights, on November 9, 1998)***

SFO Technologies Private Limited, prime face of the business conglomerate "NeST Group" , has in its 30 long years of existence served and continues to serve customers from around the globe, with ethos of Trust, Equality, Transparency, and Respect. Given our vivid long history of successful operation, we are all the more responsible, reasonable, and committed in ensuring at most diligence in handling INTELLECTUAL PROPERTY of our customers, all third parties and ourselves. Commitment shall be represented by all forming part of SFO Technologies Private Limited, its subsidiaries, and affiliates (hereinafter referred to as "Company) in true letter and spirit

## **SCOPE**

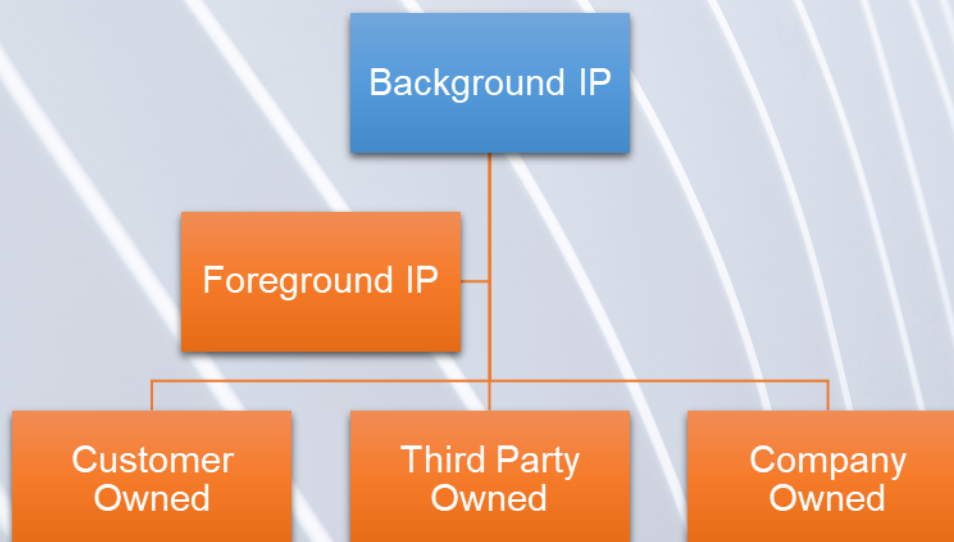
The Company has adopted this Policy in order to protect Intellectual Property (hereinafter referred to as "IP" ) of our customers, third parties and its own to minimize the possibility of infringement of Intellectual Property rights of the Company and the third Parties. This IP Policy aims to provide transparent administrative system for the ownership, control and transfer of the IP created and owned by the Company.

## **APPLICABILITY**

This IP Policy is applicable to all the employees, representatives and agents of the Company including its Subsidiaries and Affiliates.

## **POLICIES, PROCEDURES, AND RECORDS**

For the purpose of this Policy and advisory, all Intellectual Properties are classified into two verticals as illustrated below. These verticals are further classified into three other sub verticals. These classifications are to enable all concerned to enthal clear understanding on the modus operandi on handling IP.



*Background Intellectual Property includes Intellectual Property deemed to be relevant to the Project and already owned by the Parties on the date of signature of this agreement. "Foreground Intellectual Property" includes Intellectual Property arising from the research and development undertaken within this project after the date of signature of this agreement whether generated by one Party or two or more Parties jointly.*

## **IP PROTECTION POLICY FOR BACKGROUND IP**

1. Company shall respect intellectual property (IP) and conduct its business in compliance with the IP-related laws as applicable in the jurisdiction of Republic of India and its agreements with Customers, and Third Parties.
2. Company shall actively protect its own IP.
3. Company shall maintain an effective system of IP asset management, including maintaining an inventory and records of IP-related assets and agreements.
4. Company shall document and maintain written records of all substantial transactions and uses that involve the exercise of IP rights. (This includes, for example, licenses or assignments of rights; manufacture, reproduction or distribution of patented, trademarked or copyrighted items; and disclosure and use of trade secrets.)
5. Company shall require, through binding policies or agreements with employees and contractors that its personnel comply with the applicable IP laws and the Company's IP policies and IP-related provisions in agreements with other companies.

6. Company shall develop and implement a management system to help ensure that all personnel follow its IP policies. This management system shall encompass all IP-related policies, procedures and adequate and accurate records necessary to implement, measure, and improve Company's IP protection and compliance program.

### **IP PROTECTION POLICY FOR FOREGROUND IP**

1. Company shall respect intellectual property (IP) and conduct its business in compliance with the IP-related laws as applicable in the jurisdiction of Republic of India and its agreements with Customers, and Third Parties.
2. Company being contract manufacturer are entitled to hold any foregone IP, unless otherwise specifically agreed upon between any customer in writing.
3. Under no circumstance, word of mouth, email communication, con call are to be adhered to as agreement between the parties in the matter of IP.
4. Company shall actively protect its own IP.
5. Company shall maintain an effective system of IP asset management, including maintaining an inventory and records of IP-related assets and agreements.
6. Company shall not knowingly infringe a third party's intellectual property in its products, services, or components, or disclose or use a third party's trade secrets without the express or implied consent of the owner or as permitted by law.
7. Company shall not knowingly purchase or use counterfeit or other infringing goods and services in running its business, including counterfeit trademark

goods or infringing copyright material (such as software, publications, video, audio, or other content).

8. Company shall document and maintain written records of all substantial transactions and uses that involve the exercise of IP rights. (This includes, for example, licenses or assignments of rights; manufacture, reproduction or distribution of patented, trademarked or copyrighted items; and disclosure and use of trade secrets.)
9. Company shall require, through binding policies or agreements with employees and contractors that its personnel comply with the applicable IP laws and the Company's IP policies and IP-related provisions in agreements with other companies.
10. Company shall develop and implement a management system to help ensure that all personnel follow its IP policies. This management system shall encompass all IP-related policies, procedures and adequate and accurate records necessary to implement, measure, and improve Company's IP protection and compliance program.

### **IP COMPLIANCE TEAM**

Company's IP protection and management shall be implemented through a cross-functional compliance team, overseen by the Managing Director of the Company. The said compliance team may appoint or engage any expert from outside the Company to seek their opinion in carrying out their responsibilities as stated under this IP Policy.

## **SCOPE AND QUALITY OF RISK ASSESSMENT**

Company shall include in its risk assessment of new products, services, and business opportunities, any relevant IP protection risks.

## **MANAGEMENT OF BUSINESS PARTNERS**

1. Company shall require its business partners to conduct their arrangements with the Company in accordance with Company's relevant IP protection policies.
2. Company shall conduct initial risk assessment and due diligence on all prospective business partners, which shall include an assessment of such companies' IP protection and management.

## **SECURITY AND CONFIDENTIALITY MANAGEMENT**

1. Company shall maintain physical security designed to effectively protect trade secrets (where applicable) and other confidential information, and IP-related records, masters, tools, inventory and related materials.
2. Company shall maintain computer and network security effective for protecting trade secrets, other confidential and proprietary information, and IP related records, and for discouraging violations of Company's IP policies on the Company's computers and networks.
3. Company and its personnel shall only make trade secrets and other proprietary information available to third parties on a "need to know" basis, and

subject to company procedures and written agreements containing adequate confidentiality and other protections.

4. Company shall execute written confidential or Non-disclosure agreements with third parties prior to disclosure of any confidential information of the Company to any third party(ies).
5. Any IP generated, created or developed by any of the employees/ representatives and agents of the Company and/or consultants engaged by the Company, during the term of their employment or engagement as the case may be, for and/or on behalf of the Company, shall be “work made for hire” and shall be assigned by such persons to the Company. Further, the Company shall have the sole and exclusive ownership to such IP generated, developed or created unless otherwise agreed by the Company by way of a written contract or as may be applicable by the relevant IP law.

## TRAINING

Company shall provide ongoing appropriate level training on IP protection and management to all relevant personnel, to those personnel responsible for the development and implementation of the IP protection, management, and compliance program.

## CORRECTIVE ACTIONS AND IMPROVEMENTS

Company shall maintain a system to track and deal with problems in IP protection, management and compliance found through the monitoring process. The tracking



system will identify the corrective action to be taken, the timeline, and the responsible party. Company shall develop and implement an annual or other regular improvement plan for IP protection, management, and compliance.

In case of violation/infringement of any IPR such as trademark infringement by any employee/representative or any third party infringing upon the IPR of the Company, the Compliance Team of the Company would first investigate the matter in association with its Advocates and make recommendations to the Managing Director for resolution of such violation/infringement including need for any legal course of action.

### **IP LICENSING AND TRANSFER**

The Company may license its IP to any of its Subsidiaries, Affiliates or a third party (ies) through various modes of licensing strategy such as: Exclusive licensing, Sole licensing, Non-Exclusive Licensing, Sub-licensing and licensing in general. The Company shall document such IP licensing through a license Agreement where each such license agreement shall define the terms and conditions for the proper use of IP of the Company.

### **VIGIL MECHANISM REPORTING**

This policy shall fall within the prevue of the Vigil Mechanism Policy of the Company VM\_SFO\_V3\_2021.

*Note: Cover Image to this Policy "Indigo Bird" serial Infringer. Utilize professional competence and rational judgement in implementing this policy.*