

**CONFIDENTIAL**



## **SECURITY & PRIVACY POLICIES AND PROCEDURES**

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**Disclaimer:**

This document is not intended to be an all-inclusive list of policies and procedures of i4 Knowledge Processing Pvt. Ltd. or any of its affiliates / subsidiaries / associates / principals / agents. However, it is a guide to help answer the most commonly asked questions and sets forth the guidelines under which this company operates.

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# **Overview: i4 Knowledge Processing Pvt. Ltd.**

## Overview: i4 Knowledge Processing Pvt. Ltd.

i4KP is formed to provide managed support to CPAs, Financial Research and Advisory firms; with a pool of qualified resources to address the specific needs of the global financial industry.

We are a co-sourcing organization and we attempt to bridge the gap of your requirements of skilled financial personnel not JUST to reduce the cost of your operations but also to allow you to delegate important tasks to support your routine activities.

Our objective is mainly to provide the expertise that you always wanted; with Minimal training, Zero human resource maintenance and NO fixed cost commitments.

We have a strategic presence in India to access the best skills at attractive prices in this increasingly flat world. i4KP operates out of world-class infrastructure, seamless data and voice connectivity between geographical boundaries in a fully secured environment.

i4KP is founded by those having over 30 years of experience in 'Building and Operating' US based organizations in India. The management team has 12+ years of experience in providing managed outsourcing services to US based CPAs, Wealth Management firms and Financial Advisory firms.

### Our Services

At i4, we are experts in making organizations more efficient. Whether it's through Business Process Management, Tax Preparation & Tax Planning, Bookkeeping, or Financial Planning, we have the knowledge and experience to provide customer services to you and your business.

#### 1. ACCOUNTING AND TAX SUPPORT SERVICES

##### A. ACCOUNTING SERVICES

- **Book keeping**
  - Billing
  - Invoicing
  - Accounts Payable/Accounts Receivable
  
- **Reporting**
  - Periodic and Customized reporting
  - Financial reporting
  - Estimates
  - Cash Flow and other customized reports
  
- **Payroll Processing**
  - Payroll reports
  - Calculation of compensation
  - Bonus
  - Statutory and other deductions
  - Monthly, quarterly and annual returns

- **Reconciliation**
  - Bank
  - Credit Cards
  - Financial Statements
  - Inter-company reconciliations
  
- **Finalization of accounts**
  - Closing entries
  - Year-end and reclassification adjustments
  - Other tax adjustments and reconciliations
  
- **Book keeping Services for Hotel Industry**
  - Daily activities like invoicing data entry
  - Timesheet management
  - Cash flow analysis & management
  - Bank and credit card Reconciliation
  - Accounts payable management
  - Budgeting and Forecasting
  - Daily, Weekly and Monthly financial reporting.

## **B. TAX PLANNING AND PREPARATION SERVICES**

- Personal tax returns: 1040, 1040X, 1045 and State tax returns
- Corporate tax returns: 1120, 1120S, 1120X, 1139 and State tax returns
- Partnership tax returns: 1065, State tax returns
- Trust Tax returns: Form 1041
- Gift tax returns: form 709
- Amended tax returns
- Tax Extensions
- Tax Planning, Income forecasting, other tax projects

## **2. FINANCIAL PLANNING SUPPORT SERVICES**

### **A. FINANCIAL PLANNING SUPPORT SERVICES**

- Financial Planning software: Proficiency in various financial planning and portfolio management software like: MoneyGuidePro, Morningstar etc.
- CRM and ERP software: Proficiency in various CRM software like Salesforce, Insightly, Orion, Act! etc.
- Financial Planning support: Data input, Financial plans, portfolio analysis, periodic updates in financial plans
- Performance Reporting: Periodic Performance reports, customized reports
- Special Projects: Research projects, analysis, client specific spreadsheets and presentations

## B. ADVISOR SUPPORT SERVICES

### - ADVISOR SUPPORT

- Portfolio Analysis
- Financial Plan generation
- Customized Investment reports
- Advisor Billing
- Investment Account paperwork
- Tracking account funding and other account maintenance requests
- Electronic document preparation
- Maintaining client profiles using CRMs and portfolio management software
- Compliance Support:
- Auditing accounts
  - Portfolio risk reports
  - Social media audit
  - Financial Planning audit

### - BROKER & ADVISOR TRANSITION

- Pre-boarding tasks
- Onboarding tasks
- ADV regulatory filing
- Advisor Support requests
- Paperless document storage

## 3. ADMIN SUPPORT SERVICES

- Document management
- Client communication
- Client database management through CRMs like Salesforce, Insightly, SmartOffice, Redtail, Act! Etc.
- Preparing client documents like Letters of Engagement, Client Disclosure documents etc.
- Marketing campaigns
- Basic Accounting reports
- Fee management

All i4 Knowledge Processing Pvt. Ltd. services are customized to address customer's specific requirements. The services include solutions based on outsourcing and in sourcing platforms to take maximum advantage of our **qualified and experienced staff**.

**Rasesh Kothari**

Founder

(1965 – 2017)



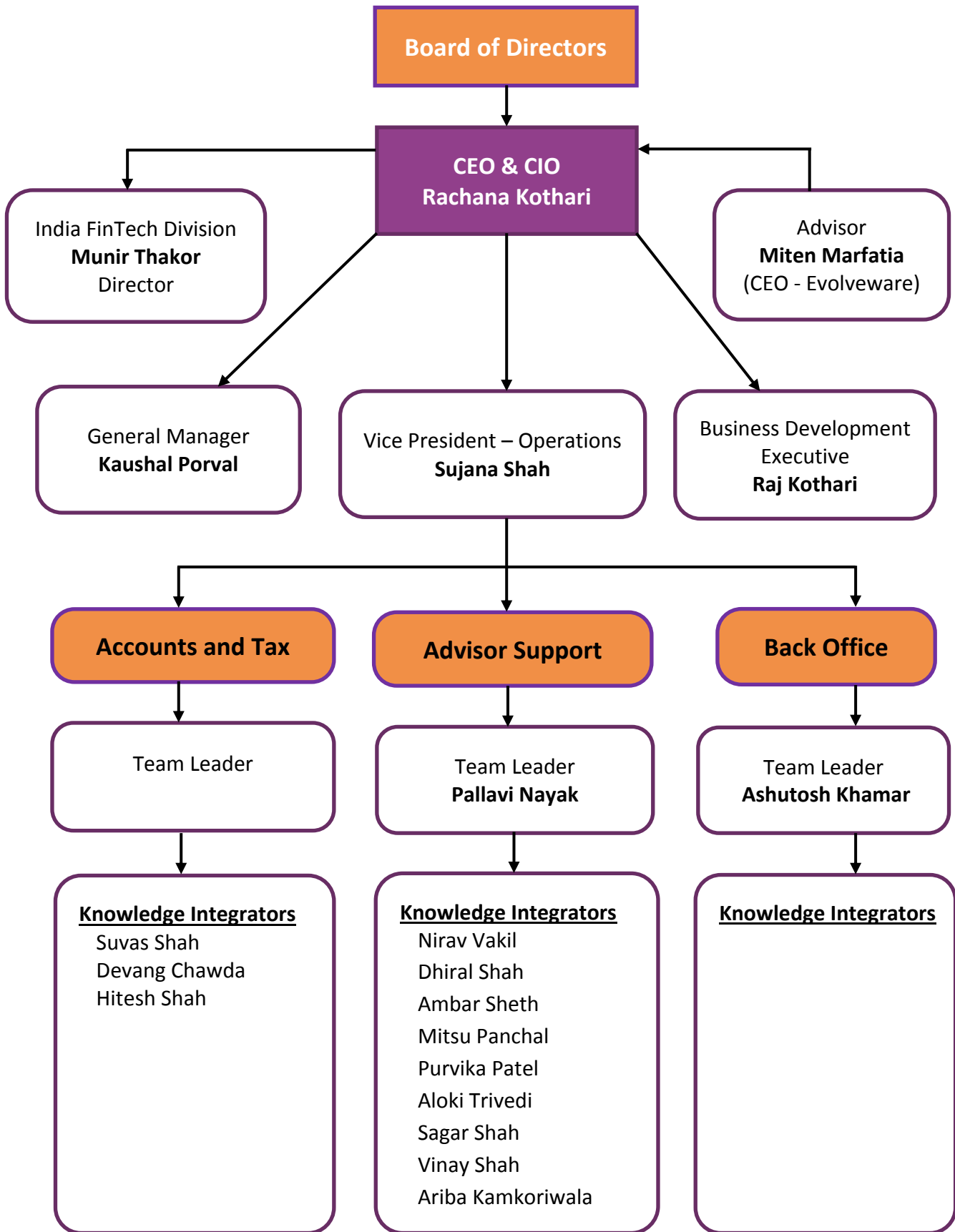
Rasesh Kothari was an entrepreneur having interests in Media, Information Technology and Finance companies. He was the chairman, chief executive officer (CEO), and founder of i4 Knowledge Processing. Rasesh has also co-founded Information Technology companies, both in hardware and software in the niche segments of Data Storage Solutions, patented Migration Technology respectively. He was also a chairman of Storage Solution Company, and a Media Company which he was inherited.

He had over 33 years of experience in successfully Building and Operating organizations in India. Some of those organizations are built and operated for the US companies with global culture, high business values and well-defined processes.

Rasesh had served various Charitable Trusts and local Banks in the capacity of a director.

Rasesh has a Degree in Commerce with specialization in Business Management and a Master's Degree in Business Management. He also has a certification in Printing Technology and Taxation Practices. Rasesh has a Diploma in Music and plays an Indian musical instrument.

**Organization Chart:**





## Key Personnel:

### **Rachana Kothari**

Chief Executive Officer  
rachana@i4kp.com



Rachana Kothari is an Entrepreneur with interests in Financial Services and Media and intends to grow personal and professional brands.

Rachana is the CEO and Managing Director of i4kp. She has been working with i4kp for 4 years and has successfully managed it single-handedly since the last 2 years. She is the head of the executive team and manages the day to day operations of the organization and its people and resources.

She is a Director in a local bank and a Charitable Trust too.

Rachana has a Bachelor's Degree in Commerce and a Master's Degree in Business Management.

She has interests in jewelry designing and interior designing.

### **Raj Kothari**

raj@i4kp.com



Raj Kothari is a young entrepreneur in the Media, IT and Financial Services industry. Started working in the Marketing department, 3 years back, now working in the capacity of the Director at i4 Knowledge Processing, his daily duties and responsibilities are in the business development area, managing the executive team, operations and resource management for a successful operational business.

Raj has a Bachelor's Degree in Computer Science and Applied Business Analytics from Arizona State University, Tempe.

**Sujana Shah**

sujanas@i4kp.com

Sujana Shah is the Vice President of Operations at i4KP, having led growth of i4 since the company's inception.

Sujana is responsible for managing all functions and client projects at i4, with a focus on ensuring new projects are executed seamlessly with existing work.

Sujana holds an MBA in Finance, a Masters in Commerce as well as Bachelors in Law. Her Broad academic background allows her to understand client's business and functional requirements quickly, leading to efficient planning and delivery.

In her free time, Sujana likes to travel, read and paint.

**Kaushal Porval**

kaushalp@i4kp.com

Kaushal is a senior knowledge integrator with the Accounting & Support Services Group.

Kaushal has a Master degree in Commerce, majoring in Accountancy & Statistics. His areas of specialization include Accounting, Auditing, Taxation, Goods and Service tax and company law matters.

Kaushal has been with I4 Knowledge Processing since its inception. He has twelve years of concerned experience in the area of tax preparation and accounting. Currently, he is controlling all financial functions of I4 Knowledge Processing and also assists in tax and Accounting projects for U.S. clients in the team.

His other areas of interest are traveling and reading.



**Pallavi Nayak**

pallavin@i4kp.com

Pallavi is a Team Manager of Advisor Support Service Team at i4 Knowledge Processing. She has been with i4 Knowledge Processing for more than seven and a half years.

At i4 Knowledge Processing, Pallavi is responsible for the operations and providing support to the financial advisors for a US based client. Her role also includes client documentation, fund transfer processing, money movements, custodian alerts, and trading related tasks by using various CRM and portfolio management software. She has also worked on various retirement planning reports.

She is an MBA specialized in Finance from Gujarat Technological University, Ahmedabad.

Her interest includes travelling, dancing and reading.

**Ashutosh Khamar**

ashutoshk@i4kp.com

Ashutosh is Office administrator and record keeper with i4 Knowledge Processing back office team. He has an experience of over twelve years working with the back office team.

He is responsible for completing the back office projects within the time limit as per client requirement.

He holds a Bachelor degree with specialization in Science.

His interests include travelling, reading, computer programming and sports.

**Suvas Shah**

Suvass@i4kp.com

Suvas is a Senior Knowledge Integrator with i4 Knowledge Processing accounting & taxation team. At i4 Knowledge Processing, he handles variety of tasks including tax and Accounting research, training to fresher's, bookkeeping, prepare tax returns of Individuals, company, corporation, trust, implementation of client policies to various projects etc.

He also has diversified experience of global accounting by working with UK and Australian accounting business.

He holds a Master Degree in Commerce with specialization in Accounting & Tax.

His interests include travelling, shopping, music & watching TV.



## Capabilities

### Financial Planning Support Services

Financial Planning software	Proficiency in various financial planning and portfolio management software like: MoneyGuidePro, Morningstar etc.
CRM and ERP software	Proficiency in various CRM software like Salesforce, Insightly, Orion, Act! etc.
Financial Planning support	Data input, Financial plans, portfolio analysis, periodic updates in financial plans
Performance Reporting	Periodic Performance reports, customized reports
Special Projects	Research projects, analysis, client specific spreadsheets and presentations
Document management	Paperless document storage, client database management
Advisor Transition	Client onboarding tasks, regulatory filing
Advisor Billing	Periodic billing and reports
Advisor Support	Investment account paperwork, account funding, account maintenance requests, document preparation
Compliance	Periodic audits, reports etc.
Other Software	Proficiency in various other software like: Erado, Riskalyze, DocuSign, Spring CM, Sharefile etc.

We improve the Financial Advisor's productivity and responsiveness by performing labor-intensive tasks from data input to the development of the Financial Plan & Proposal and everything in between.

The advisor's task is can now be focused on optimizing the client solutions and provide extra value to enhance client relationships.

These are some of the programs we assist our clients with:



\*We acknowledge the ownership of respective trade names and trade logos of respective owners.

## Accounting and Tax Preparation Services

Bookkeeping Services	Data Input, Payroll Processing, Hotel Industry specific
Accounting Report	Periodic Closings/Reporting, Financial Statement Analysis, Budgets & Deviation Analysis
Taxation Preparation Services	Tax Documents Preparations, Tax Returns Preparation, Tax Planning

### Accounting Services:

**Accounting Data Entry Process** Include Bank Statements, Credit Cards, Sales Invoice Entries, Bills Payable, Payroll Sheet, Time Sheet

**Periodic Closing / Reporting** includes entering data in the books of accounts and posting closing entries at the end of specific period. Reports would include Financials & Cash Flow Statements.

**Financial Statement Analysis** - Detailed analysis of business performance through graphical presentation of the Balance Sheet, Profit & Loss Account and other related Schedules.

**Budgets & Deviations** - Preparing budgets on the basis of prior year's industry trends and analyzing deviations from the standards.

### *Accounting Software:*



### Taxation Services:

**Tax Documents preparations** - Retrieving and arranging documents for preparation of tax papers needed for filing returns

**Preparation of Individual & Corporate Tax Returns** – 1040, 1120S, 1065, 1041 State Returns etc.

### **Tax Planning & Support services**

### *Tax Preparation Software:*



Lacerte Tax



### Admin (Back Office) Support Services:

Digital Document Management	Virtual File Systems, Conversion from paper to digital systems
CRM Services	Data Input and Management via various CRM platforms like Salesforce, Insightly, SmartOffice, Redtail, Act!, OfficeTools etc, Marketing Management
Basic Accounting	Preparation of basic accounting reports, Fee management
Preparation of Client documents	Engagement Letters, Client disclosures etc.
Client Communication	Communicate with client's prospects via email, phone calls, SMS etc.



# **Company Policies and Statements**

## Company Policies and Statements

i4 Knowledge Processing Pvt. Ltd. reserves the right to change any terms or provisions of this document at any time. Employment with this company is "at will". This means that either you (the employee) or the firm may terminate the employment and/or contractual relationship at any time, for any reason under the terms of the contract.

### 1. Employment Policies:

#### a. Equal Employment Opportunities

It is the policy of i4 Knowledge Processing that no person shall, on the grounds of race, religion, sex, age, national origin or disability, be excluded from consideration for employment, be denied employment with, or be subject to discrimination of any kind by the company. i4 Knowledge Processing offers equal employment opportunities to all, based on merits.

#### b. Transfer / Promotion Policies

The company may transfer you between organizational entities, i.e., divisions, departments, affiliates, associates and offices in India or abroad in order to:

- a. Provide opportunities for new and broadened experience.
- b. Provide opportunities for advancement.
- c. Place employees in jobs for which they are best suited.
- d. Provide an effective means of meeting the company's changing personnel needs.
- e. Provide continuity of employment.

The timings of any transfer action will be planned by the management so that ongoing commitments are not jeopardized and new assignments are fulfilled in the desired manner.

Probationary period can be from two to six months, based on management discretion.

#### c. Privacy Rights

i4 Knowledge Processing respects its employee's privacy and human dignity and no intrusive action is taken unless it is justified as wholly reasonable under the given circumstances.

i4 Knowledge Processing may keep automated systems for measuring time, attendance, quality, productivity and other aspects of an individual or a group's behavior in the workplace. Employees will be notified, in advance, before such systems are placed into operation.

Surveillance systems, installed and used, will only be for the purpose of detecting and observing intruders, monitoring access to restricted areas, tracking visitors who may pose as a security threat, countering fraud, detecting other workplace crime, detecting misuse of corporate resources, dealing with cases of suspected harassment and



recording evidence in appropriate cases. This will normally be confined to visual detection and observation for security purposes.

#### **d. Personnel Records**

The company maintains personnel's personal files containing their job related records and personal information. Contents of each personnel file include basic identifying information like name, address, employment application, hiring related documents and other employment related documents.

The company reserves the right to verify information provided at the time of employment without notifying the individual involved.

Access to personnel files is limited to management only. The company maintains confidentiality of personnel records.

## **2. Compensation Policies:**

### **a. Classification of Employment Levels**

i4 Knowledge Processing classifies a position / designation based on the level and scope of required duties and responsibilities.

The classification process is designed to ensure that the required skill level and assigned responsibilities of a position are accurately reflected in the position descriptions.

At present i4 Knowledge Processing has the following classification of positions:

- Vice President (Operations)
- Team Manager
- Senior Knowledge Integrator
- Knowledge Integrator
- Office Administrator

### **b. Work Hours**

i4 KNOWLEDGE PROCESSING allows flexible working hours to its employees within reason and as long as the hours kept by the employee do not create a hindrance or inconvenience to the conduct of meetings, force a change in the working hours of other employees, or impact their own work in any way, shape or form. However, certain hours are designated core hours when attendance is necessary. Normally our standard office hours are from 9.30 a.m. to 06.30 p.m. from Mondays to Fridays. It is required that every employee obtains management approval if they are planning not to attend office during standard office hours and intend to come late beyond 1 hour.

The basic work requirement for full-time employees is 45 hours in a week. Employees are not paid basic pay or overtime pay for working more than 45 hours in a week.

However, it is mandatory that work be completed on time as per the agreed-upon schedule. Hence if an employee works on holidays, that employee may use approved credit hours during a pay period, with management approval, to allow the employee to be absent from an equal number of hours of the employee's basic work requirement with no loss of basic pay.

**c. Performance Evaluation**

It is the policy of the company that all employees will receive a periodic performance evaluation from the management. Evaluations would take place once or twice during probationary period and at least once annually for regular employees. Performance evaluation need not necessarily result in revision of an employee's compensation package.

**3. Time – Off Benefits:**

**a. Privilege Leave**

Employees in their first year shall be granted one privilege leave every two months (i.e. 6 days in a fiscal year) over and above public holidays. After completion of one year an employee shall be granted one privilege leave every month (or 12 days in a fiscal year – 6 days beginning of the year and 6 days after six months) over and above public holidays. Such leave will be accrued till the end of the fiscal year and will carried forward maximum six privilege leave to the next year subject to maximum carried forward 12 days in a month.

**b. Sick Leave**

Employees will be granted 3 days of sick leave in a fiscal year. Medical Practitioner's (Doctor's) certificate is required to be submitted immediately on reporting to the office for Sick Leaves of 3 days or more consequent consequently.

**c. Holidays**

Employees shall be granted time off to observe regularly scheduled legal holidays as per laws of India, and as declared from time to time. Every employee is requested to obtain a list of declared holidays from the office administrator.

Clarifications:

1. When a holiday occurs while an employee is on vacation or sick leave, that day will be considered a holiday and will not be charged against the employee's vacation or sick leave.
2. If an employee is assigned work that requires that employee to work on a regularly scheduled holiday, that employee will be granted equivalent time off on another day following the holiday when the employee worked. The employee is required to schedule this compensation time off and obtain management approval for the same.

**d. Maternity Leave**

Maternity leave will be treated as any other leave for sickness or disability, except that an employee who is unable to work because of pregnancy may elect to take a leave of absence without pay and without exhausting accumulated vacation or sick leave. Other than on medical advice a total of 12 weeks will be granted as leave of absence on account of pregnancy.

Upon return from maternity leave the employee will be given the same or comparable position to the one she occupied prior to the leave. The employee is expected to give the management as much notice as possible before beginning maternity leave and at least two week notice prior to returning to work. Both notices must be in writing.

**e. Death / Serious Illness in the Immediate Family**

An employee shall be permitted up to 3 days of paid leave, over and above the accrued vacation and sick leave in any calendar year for bereavement or to attend to a death in the immediate family (spouse, parent, child, sibling, grandparent, grandchild or in-laws). In case of a serious illness in the immediate family, the employee will be permitted up to 5 days of paid leave, over and above the accrued vacation and sick leave in any calendar year. The employee shall provide prior notice to the management as to the need for and likely length of any such absence.

**4. Employee Conduct****a. Personal Appearance**

A good personal appearance, of all i4 KNOWLEDGE PROCESSING employees, is essential. Employees are expected to dress in a "Business Attire" on all business days. Friday is dress down day and employees may dress in casual attire.

Employees are also expected to observe and maintain proper habits of personal grooming and hygiene at all times.

Additionally, wearing of hats, caps, sweat bands, bandanas or helmets are not acceptable in the office.

**b. Absenteeism**

As an employee, you are treated as a professional, which means that you will be expected to complete your work on time and at the expected level of quality. If extra hours are needed to complete your work, you will be expected to put in those extra hours. If, on the other hand, you are able to complete your work in less than a standard workweek, you may use those extra hours as you see fit. In return for being treated as a professional, we expect you to behave accordingly and not to abuse these privileges.

Even though you will be treated as a professional and will presumably behave as one, general absence guidelines are nevertheless necessary to ensure that we are able to conduct business in a predictable manner. Although we are not interested in

monitoring your attendance every hour of the day, the employee is required to provide advance notice of the office hours when that employee will be absent from work.

The employee is requested to note the following –

**Absences:** Employees are expected to be at work and to work a full workweek, except for authorized absences.

**Notification Procedure:** To obtain an authorized absence, the employee is required to obtain permission at least 2 weeks in advance from the management. The employee is also required to obtain permission from management if he/she is going to be late for work on any particular day, or is going to be leaving early. It is important that an employee's unavailability does not hinder the work of another employee at any time.

Even in an emergency the employee is required to call in to the office administrator as soon as possible, and preferably prior to the beginning of office hours.

**Failure to Notify:** If the employee does not attend office and fails to notify the management of the same without cause, the employee may be terminated immediately. If no notification has been received for three or more consecutive days, that employee will be considered to have resigned and will be removed from the company payroll.

**c. Basis of deduction of salary:**

If an employee has taken leave other than approved paid leave, salary will be deducted based on an hourly rate. The hourly rate is computed separately for each employee. This computation is done on the basis of 2340 working hours per year.

**d. Outside Employment / Consultancy**

The company does not permit any employee to perform services for another company while employed. This includes self-employment. While the company does not seek to intrude on an employee's personal life, other employment and/or consultancy impacts an employee's ability to perform services efficiently for the company and may also lead to conflicts of interest.

Working for a competitor directly or indirectly will be considered a breach of the company's confidentiality agreement that every employee is required to sign prior to commencement of employment. This breach will lead to immediate termination in addition to other sanctions specified in that agreement. If circumstances compel the employee to seek additional employment, the employee must obtain permission from the Managing Director of the Company in writing.

**e. Termination of Employment**

An involuntary termination is any termination of employment initiated by the management. An involuntary termination may occur as a result of an employee's unsatisfactory job performance or misconduct, breach of any agreement or by other reasons or circumstances, including a reduction in staff.

A voluntary termination is a termination initiated by the employee. Should you terminate your employment at i4 KNOWLEDGE PROCESSING, you are required to give the management at least 45 working days advance notice in writing. In such cases the company reserves the right to accept the employee's resignation with immediate effect.

In case of termination of employment, the employee will be mailed their final dues at the next regular payday. Final dues will include payment for all hours worked by the employee since the previous payday as well as any severance pay if applicable. Final payment will be reduced by taxes and other required legal deductions, authorized deductions (such as employee contributions to PF as applicable) and outstanding balance of any salary advance or loan. Upon separation from employment, all debts payable to the company must be settled.

In case of termination of employment, an employee is expected to hand over his/her work to the concerned person, return all the company's property and leave everything on the computer in proper order.

## Code of conduct

It is the policy of **i4 KNOWLEDGE PROCESSING** to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities which are in conflict, or give the appearance of being in conflict, with these principles and with the interest of the Company.

Any exceptions must be reported to the Managing Director / CEO and written approval for continuation must be obtained.

### **The following are potentially compromising situations which must be avoided.**

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended.
2. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
4. Initiating or approving personal actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorships in any competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
7. Borrowing from or lending to employees, customers, or suppliers.
8. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
9. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
10. Making any unlawful agreement with distributors with respect to prices.

**Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of management for review. Violations of this conflict of interest policy may result in discharge without warning.**

**Rachana Kothari, Managing Director  
i4 KNOWLEDGE PROCESSING PVT. LTD.  
Ahmedabad, India**

**May 1, 2019**

# Privacy and Security Overview

## Privacy and Security Policy

### Introduction

i4 KNOWLEDGE PROCESSING acknowledges that the data used in knowledge processing is the sole and confidential property of our customers and their clients. Compliance with the many regulations intended to safeguard this information; Gramm-Leach-Bliley Act, HIPPA, Fair Credit Reporting Act, Federal Trade Commission Act and State Security Laws, is a major concern in the outsourcing industry and therefore of prime importance to i4 KNOWLEDGE PROCESSING's customers. To best serve our business partners, i4 Knowledge Processing Pvt. Ltd. has designed a comprehensive Security and Privacy Policy to maintain the confidentiality of this information. To ensure that this policy is properly implemented, the managing director of i4 Knowledge Processing Pvt. Ltd. is also designated as Chief Information Officer.

Our primary goal in this policy is to prevent unauthorized disclosure of the Nonpublic Personal Information ("NPI") of our customers and their clients. i4 KNOWLEDGE PROCESSING's security process combines extensive training and monitoring with cutting edge technology to provide one of the best, most secure, outsourcing solutions available. Our security process is designed to provide rigorous security while still allowing enough flexibility to address the specific needs of our customers. To do this, i4 KNOWLEDGE PROCESSING maintains data centers in the US and internationally. Ideally, the NPI being utilized will be hosted on U.S. servers and accessed remotely via secure connection by i4 KNOWLEDGE PROCESSING's knowledge processors overseas. This allows the greatest control over data.

We have taken the following measures to ensure data security and privacy:

#### 1. Secured Facilities

- √ Earthquake resistant building designs.  
The i4 KNOWLEDGE PROCESSING office is located in an earthquake resistant building certified by a government approved Chartered Engineer. i4 KNOWLEDGE PROCESSING has also developed a well-defined business continuity plan (is included in DD binder and tested annually) which documents the steps to be taken in an emergency, how critical applications will continue and data security will be maintained.
- √ Building under 24/7 surveillance by trained security guards.  
i4 KNOWLEDGE PROCESSING's office complex is patrolled 24 hours a day by trained security guards. In addition, a Closed Circuit TV system is also monitored by trained security personnel.
- √ Fire protection System  
i4 KNOWLEDGE PROCESSING's building is installed with Fire Protection system approved by the Fire Department of the State. This system is periodically tested, maintained, and serviced by an authorized vendor approved by the Fire Department.



√ Electronic Access Control System

The entry doors and exits of the i4 KNOWLEDGE PROCESSING office suite as well as the computer server room are secured with an Electronic Access Control System. This system uses bio metric authorization in addition to access control cards with photo identification. The system is calibrated every quarter by the system administrator. The log is maintained for 12 months and audited every quarter.

√ No Phone Connectivity

To prevent unauthorized communication by phone, there are no phone lines connected directly to the desks of employees. Cell phones are not allowed in the work areas.

√ Physical Locks

i4 KNOWLEDGE PROCESSING's office and individual filing cabinets are physically locked and secured when not in use. The regular hours of operation for i4 KNOWLEDGE PROCESSING are 9:30am - 6:30pm IST.

## 2. Secured Computers

√ Password protected access to computer systems

Access to all operating systems and information resources are protected by unique User ID's and strong passwords.

If an incorrect password is entered into the system five times, the account is automatically locked and the system administrator is required to reactivate the user.

Only the employee himself/herself, system administrator, and the CIO have access to individual passwords.

Computers are secured with updated antivirus software. It secures Files, Incoming-Outgoing emails, Web surfing, Firewall and real time protection. Database has been updated daily basis. Full system and Vulnerability scan are enabled in daily basis.

Automatic windows updates has been enabled in computers and is updated periodically. Latest software patch has also been installed in the computers. Users are not allowed to use any client's software/server outside from office premises.

i4 is also using password management software to store passwords. i4 is not using any Dropbox or cloud drive to exchange client documents.

√ Inactivity Lock

To prevent inadvertent access, office computer terminals lock after 30 minutes of inactivity.

√ Controlled access to internet.

Access to internet is controlled through a firewall with task specific rights assigned to each user. Internet access is limited to authorized personnel and only approved sites can be accessed. Online chat is blocked on all internal computers except one; this computer is only accessible to personnel authorized to provide customer support

and is used exclusively for that purpose. Only wireline internet connectivity available in the premises.

- √ Controlled electronic communications (E-Mail) through secured mail server  
All email communications are routed through a central server under supervision of the system administrator. The permissions of each user are defined by CIO and periodic reviews are conducted. Only authorized personnel are allowed to communicate with the client and each client is informed of their contact person in advance. i4 KNOWLEDGE PROCESSING's firewall prevents emails with attachments from being sent to any non-approved party and these emails are screened by the system administrator prior to sending.
- √ Strict restriction and enforced policies on use of media and portable computers.  
No media or portable devices are allowed in the work area.
- √ Periodic data backup  
System Administrator is responsible for the backup of data on daily and weekly basis. Daily backup is conducted online through specially assigned server at the end of the day. Weekly data backup is conducted through tape backup system. As a policy the backup tapes are stored outside of premises, in the locker of a local bank. All backups are encrypted before transfer. The backed up data is verified every six months by restoring the same.

### 3. Secured Transfer

- √ US based secured web servers  
i4 KNOWLEDGE PROCESSING servers are located in the US. DES standards are used for the data in transit to and from the servers.
- √ Firewall and intrusion detection system deployed at destination servers.  
Symantec Firewall and intrusion detection system is deployed at the i4 KNOWLEDGE PROCESSING premises to protect unauthorized access of the servers or the data. Threat assessments are conducted annually.
- √ 128 bit encryption based data transfer available.  
i4 KNOWLEDGE PROCESSING allows encrypted data transfers for the information categorized as very sensitive.
- √ i4 website is secured with updated malicious tool which prevent our site to infect from malware and hackers.

### 4. Secured Storage

- √ Periodic data clean up  
i4 KNOWLEDGE PROCESSING has a policy to clean up all the unused data once a month. The data is moved to a separate server and kept for another month before it is deleted completely.
- √ Periodic shredding of case workup paper if any  
Once a month, the System Administrator shreds paper files when they are no longer required. A written log of shredded material is maintained by the system administrator and the shredded papers are then burned.

- √ Tape based data backup
  - i4 KNOWLEDGE PROCESSING uses an advanced tape based backup system known as HP Ultrium LTO –II (200GB/400GB) and state of the art software for automated backup.
- √ Offsite data backup
  - i4 KNOWLEDGE PROCESSING maintains offsite data backup in the secured locker of the bank as well as i4 KNOWLEDGE PROCESSING’s other office located at a distance.

## **5. Legal Enforcement**

- √ Confidentiality Agreement with employees
  - Each employee is required to sign a Confidentiality Agreement. This agreement allows i4 KNOWLEDGE PROCESSING to enforce confidentiality in case of the breach for up to three years even after the employee has left the organization.
- √ Employees background check
  - Our background checks are performed by an outside agency.
- √ Non-Disclosure Agreements with customers
  - i4 KNOWLEDGE PROCESSING signs nondisclosure agreement with its customers.
- √ Physical data storage on web server located in the US.
  - i4 KNOWLEDGE PROCESSING does not keep any sensitive and confidential data out of the US. The employees are directed only to work remotely in the cases where there is specific customer request or known sensitive data is involved.

## **PRIVACY AND SECURITY POLICY (WORK FROM HOME)**

i4 KNOWLEDGE PROCESSING acknowledges that the data used in knowledge processing is the sole and confidential property of our customers and their clients.

Our primary goal in this policy is to prevent unauthorized disclosure of the Nonpublic Personal Information ("NPI") of our customers and their clients. Ideally, the NPI being utilized will be hosted on

U.S. servers and accessed remotely via secure connection by i4 KNOWLEDGE PROCESSING's knowledge processors overseas. This allows the greatest control over data.

The following measures to ensure data security and privacy:

### **1. For user's home computer**

- ✓ Each user is requested to create their own separate User Account on their personal computer and use that account to remote in to their work computer. The employee has to make sure that this computer is working properly. The employee has to make sure that their work/screen isn't shared with anyone else.
- ✓ User's computer must have a login password. It must have an inactivity lock after a certain time
- ✓ User's home computer must have an updated Antivirus software installed to protect against virus, trogens etc.
- ✓ A secure internet connection, either Wi-Fi or Ethernet, with password protection is mandatory.
- ✓ Don't save any passwords in any browsers or third-party software related to the client software.
- ✓ Auto sign-in option must be disabled for all browsers.
- ✓ Users are allowed to work on client data once they connect with their work computers at i4 office through secured tools provided by i4 and its client. They are not allowed to open any work- related data or applications directly on their home computer, without prior approval from management.
- ✓ i4 is not allowed to download any client data directly into their personal computer.

### **2. Secured Computer at i4 Premise**

- ✓ Employees are allowed to work as per our routine office hours only. The office computers are accessible only in office hours. Prior management approval is required to work beyond office hours, in holidays or weekends.

- ✓ Employees must add their login and logout time in the provided time sheet daily. This will also apply to somebody who works beyond office hours, in holidays or weekends.
- ✓ Employees are not supposed to login to i4 computers or client systems at odd hours or on your leave to check messages or for any other reason. Prior management approval is required if you want to access the systems.
- ✓ Everyone is supposed to follow the general rules for clients.

### **3. Mobile Phones/ other devices**

- ✓ i4 is not allowing to install any the client communication's application in your personal device.

## Define the “Players”

### 1. Role/Responsibility of CIO

Chief Information Officer’s responsibility includes design and monitoring of business processes to meet privacy and security regulations. The main responsibility includes –

√ **Periodic Oversight/Review- Process**

CIO to reviews and revises information security policy on semi-annual basis or as needed basis.

√ **Monitor for change**

System Administrator executes changes and applies software updates under direct instruction from the CIO. CIO is responsible for the monitoring of changes such as

- Update/Patch Software
- Close Ports
- Correspond with software vendors

√ **Handle escalated issues**

- Breach of security as per breach protocols procedure
- Escalated Customer Communications (complaints, due diligence inquiry, etc.)

√ **Disciplinary Process**

CIO is responsible to implement discipline within the organization and also take appropriate actions including termination of employment. The company manual clearly provides process of conducting disciplinary actions. On termination of the employment, all the access to the computers, data to other infrastructure facilities are ceased. User names and passwords are changed. The terminated employee is required to sign the legally enforceable declaration prohibiting him/her to take up a competitive job, work or assignments and disclose information or knowledge gained during the work period.

√ **Annual Review of Privacy and Security Policy and Process**

Generally, review of Privacy and Security Policies and processes are conducted annually by the CIO and designated auditors. This review may also be conducted earlier on a need basis. All reviews are properly documented with audit notes, corrective actions and preventive actions.

### 2. Role/Responsibility of System administrator

The system administrator is responsible for the overall administration, monitoring and control of computer systems, servers, surveillance systems and access control systems. System Administrator is also responsible for implementing security policy prepared by the CIO. Some of the key functions of the system administrator are –

- ✓ System Administration and monitoring
- ✓ Maintenance
- ✓ Software updates
- ✓ Backup and recovery
- ✓ Implementation of security and privacy related policies

**3. Role/Responsibility of Team Leaders**

Senior and experienced knowledge integrators are designated as the team leaders for a specific group. The team leaders are responsible for supervision, quality check and client interaction for their group. The team leaders are primarily clients' in-house representative for bridging the gap between the team and the client expectations.

**4. Role/Responsibility of Knowledge Integrator**

The Knowledge Integrators are responsible for the execution of actual work. As a policy, minimum qualification for the Knowledge Integrator is a master's degree in accounting or finance.

### **Information is Shared on a “Need to Know” Basis**

All the tasks are assigned to an individual knowledge integrator is based on their expertise and client requirements. The detail log with work codes is maintained for any future reference. The assigned integrator is only allowed access to the specific information related to the task. The information access is controlled by the system administrator based on the work allocation and work code number.

### **Training**

i4 KNOWLEDGE PROCESSING has a system to provide continuous training and conduct interactive sessions for upgrading knowledge of its employees. The formal trainings are conducted at the time of joining the organization and thereafter once in a year by the Business Process Manager and respective team leaders. Every week 1 hour is allocated for the interactive discussions within the group to review their performance, problem statements and client requirements. This helps the personnel to get broader picture of the variety of the tasks assigned.

### **Breach Protocols**

How a potential breach is dealt with largely depends of the nature and seriousness of the breach. As a process, on the detection of a breach, a notification is issued to the all those concerned by CIO. Notification is followed by Correction Action Requisition (CAR) note as a damage control exercise and for fact finding. If the breach is very serious and has possibility of affecting client in any major way, then client is immediately informed of the same. In normal circumstances, the breach information and CAR is placed in the Minutes of Meetings for the management committee monthly meeting. The management decides the root cause of the breach based on the findings in CAR and then suggests permanent preventive actions. Permanent preventive actions are noted in Preventive Actions Requisitions (PAR) note and a person is assigned to oversee the execution of the PAR. The potential causes of breach are systems related or human errors. If the breach is system related then the actions are taken to rectify the problem or replace the system and if it is related to human, then proper guidance and training is schedule. In either case if the breach is too serious and root cause of found to be intentional then depending on the situation the legal actions and/or dismissal from the employment is exercised.



**FAQ:**

1. How does i4 KNOWLEDGE PROCESSING use personal information of its clients?  
i4 KNOWLEDGE PROCESSING treats personal information confidentially and restricts its access to those who require it to develop, support and deliver products and services. Personal information will not be disclosed to anyone outside i4 KNOWLEDGE PROCESSING, unless such a disclosure is required by law, or in a court proceeding.
2. How does i4 KNOWLEDGE PROCESSING maintain confidentiality of client data?  
Each employee of i4 KNOWLEDGE PROCESSING signs a confidentiality and non-disclosure agreement which helps protect confidential information.
3. How does i4 KNOWLEDGE PROCESSING protect information about its clients?  
i4 KNOWLEDGE PROCESSING considers the protection of personal information to be a foundation of customer trust. i4 KNOWLEDGE PROCESSING employs physical, electronic and procedural controls to protect client information.
4. What is done with the client documents and financial statements once the task has been completed?  
Client documents which are no longer needed (i.e. once the task/case has been completed) are shredded and properly disposed off.
5. Can i4 KNOWLEDGE PROCESSING guarantee security 100%?  
Total security is not achievable. How a company approaches risk management is more important than the existence of risk. Information Security is an opportunity to build the trust. i4 KNOWLEDGE PROCESSING has never suffered a data breach since its inception. That does not mean it will never happen. Our processes are in a constant vigilance mode. i4 KNOWLEDGE PROCESSING is fully aware about its consequences and is continuously taking steps to improve the privacy and security of its client's data. We also incorporate remedial actions with the breach notifications in effort to tighten security and privacy.

## Data Security Policy

### Introduction

Data is considered a primary asset and as such must be protected in a manner commensurate to its value. i4 Knowledge Processing Pvt. Ltd. (i4 KNOWLEDGE PROCESSING) recognizes the importance of data security and we have built our security platform by focusing on the following goals:

- ✓ To ensure the security, integrity, and availability of all i4 KNOWLEDGE PROCESSING and/or its affiliate's data on our systems.
- ✓ To establish i4 KNOWLEDGE PROCESSING's baseline data security stance.
- ✓ To educate users and vendors about their obligation for protection all data assets.

The data is protected in our systems in all of its forms - all media during all phases of its life cycle, as well as from unauthorized or inappropriate access, use, modification, disclosure, or destruction.

### Scope of the Policy and Non-disclosure

At i4 Knowledge Processing Pvt. Ltd., all users that access customer data do so only in conformance to this policy. Our policy allows only uniquely identified, authenticated and authorized users to access data.

Each user ensures that customer data assets under their direction or control are properly labeled and safeguarded according to their sensitivity, proprietary nature, and criticality. Access control mechanisms are utilized to ensure that only authorized users have access to data to which they have been granted explicit access rights.

i4 KNOWLEDGE PROCESSING has a policy to enter into Non-Disclosure Agreements with employees and agents who have access to customer property. This agreement is prepared and enforceable as per U.S. laws.

### Data Ownership and Storage

i4 KNOWLEDGE PROCESSING acknowledges that the data received is the sole property of the respective customer and as custodians, i4 KNOWLEDGE PROCESSING is responsible for due care to protect the privacy and confidentiality of the data. i4 KNOWLEDGE PROCESSING takes responsibility for the secure storage of customer data in conformance to the company's policy.

Where necessary, i4 KNOWLEDGE PROCESSING will use cryptographic / secured encryption mechanism to store and transmit data. This may include the use of confidentiality and/or integrity mechanisms. Specific cryptographic/encryption mechanisms are used in consultation with the customer.

### **Authorization**

Authorization is limited to a ‘need to know bases and allows or denies access based on privilege, group information, or context. All network, system, and application events result from allowable actions through proper access control mechanisms. The principle of “least privilege” specifies that individuals be granted permission for only those actions that they need to perform their jobs.

Limiting actions to those properly authorized protects the confidentiality and integrity of data within the company’s knowledge processing environment.

### **Core Security Principles**

The following are the common core security principles on which i4 Knowledge Processing Pvt. Ltd. security policy is conceived, documented and implemented:

- Accountability Principle – The accountability and responsibility of information systems security is explicit.
- Awareness Principle – Owners, providers, and users of information systems, as well as other parties are to be informed about the policies, responsibilities, practices and procedures for the security of information systems.
- Ethics Principle – Information systems and the security of information systems are to be provided and used in accordance with the ethical standards applicable to i4 KNOWLEDGE PROCESSING’s operating environment.
- Multi-disciplinary Principle – Policies, responsibilities, practices, and procedures for the security of information systems are all relevant aspects which include technical (e.g. software and hardware engineering), administrative, organizational, operational, commercial, educational, and legal considerations.
- Proportionality Principle – Security levels, costs, practices and procedures are appropriate and proportionate to the values and degree of reliance on the information systems and to the severity, probability and the extent of potential for direct, indirect, tangible and intangible harm.
- Integration Principle – Policies, practices and procedures for the security of information systems are coordinated and integrated with each other, as well as with other measures, practices and procedures of the organization to ensure a coherent security system.
- Timeliness Principle – All personnel, assigned agents, and third party providers, are to act in a timely and coordinated manner to prevent and to respond to breach of security of information systems.
- Reassessment Principle – The security of information systems is re-assessed periodically.

- Democracy Principle – The security of an information system is to be weighed against the rights of customers, users, data owners, data custodians and other individuals affected by the system, as well as your rights as the owners and operators of these systems.
- Certification and Accreditation Principle – Information systems and information security professionals are certified to be technically competent.
- Internal Control Principle – Information security forms the core of an organization's information internal control system.
- Adversary Principle – Controls, security strategies, architectures, policies, standards, procedures, and guidelines to be developed and implemented in anticipation of attack from intelligent, rational, and irrational adversaries with harmful intent, or harm from negligent or accidental actions.
- Least Privilege Principle – An individual is to be granted just enough privilege to accomplish the assigned tasks.
- Separation of Duty Principle – Responsibilities and privileges are allocated in such a way to prevent an individual (or a small group of collaborating individuals) from inappropriately controlling multiple key aspects of a process.
- Continuity Principle – Information security disaster recovery provide continuity of operations and its information systems.

## Privacy Policy

**This privacy statement discloses the privacy practices of i4 Knowledge Processing Pvt. Ltd., its subsidiaries and its offices for its service offerings. To demonstrate its total commitment to your privacy, i4 Knowledge Processing Pvt. Ltd. disclosing its privacy and information practices.**

### Information Collection and Use

i4 Knowledge Processing Pvt. Ltd. has created this privacy statement in order to demonstrate its firm commitment to privacy. The following discloses our information gathering and dissemination practices.

- ✓ i4 KNOWLEDGE PROCESSING will not sell or rent the personally identifiable information of its customers or any other information received from its customers.
- ✓ Financial information that is collected is for the use of providing services for our customers. It is used solely for the purpose it is intended for.
- ✓ This privacy statement applies solely to the information collected by i4 Knowledge Processing Pvt. Ltd. and its affiliates, subsidiaries and offices.
- ✓ i4 KNOWLEDGE PROCESSING may disclose personal information when required by law or in the good-faith belief that such action is necessary in order to conform to the edicts of law or comply with a legal process served on us.
- ✓ The usage of cookies is in no way linked to any personally identifiable information by i4 KNOWLEDGE PROCESSING.

### Security Precautions

We employ various measures to secure personally identifiable information and financial information provided to us for services rendered by us. When you or your advisor send information to us through i4 KNOWLEDGE PROCESSING recommended and authorized mode of communication, communication may be encrypted. Please note that E-mails sent to us are not secure unless otherwise it is secured e-mail and we make no representation that any data contained in an e-mail sent to us will be secure. Thus, if your communication contains sensitive or confidential information or financial information, you should send it to us via i4 KNOWLEDGE PROCESSING recommended communication channel.

Except as otherwise set forth in this Privacy Statement, we restrict access of customer data to those employees who need to know that information to provide products or services to that client.

### Personal Information Collected

i4 KNOWLEDGE PROCESSING only collects necessary account information and login credentials for use with the account aggregation function for you. However, your advisor collects extensive information of your client or prospective client, his/her family and his/her finances. The data collected includes, but is not limited to, name, address, phone number and information required to calculate a net worth statement. This data is normally entered by i4 Knowledge Processing Pvt. Ltd. authorized personnel into required authorized and licensed

software and stored in the system as per standard required by you under your specific instructions and for the use of your advisor for generating financial, retirement and estate plans.

### **Disclosure of Your Personal Information**

Our privacy policy is simple. We do not disclose or share the information that we collect from you or that is entered into required licensed Financial or Wealth Planning System concerning you except:

- (1) Such financial and/or wealth management software / system makes all information stored in respective system, concerning you and accessible to your financial advisor.
- (2) To our vendors (such as hosting providers and the vendor of the account aggregation service) as necessary to provide such service to you or your advisor.
- (3) As necessary to comply with legally required disclosures such as disclosures made in response to a subpoena.

When we disclose your data to our vendors, it is done under an obligation of confidentiality and we only disclose as much of the information as is necessary to provide our service to you.

You should refer to the privacy policies of your advisor and their affiliated institutions concerning their use and disclosure of your information.

### **Other Web Sites**

Any Financial or Wealth management System or software or website that we use may contain links to other web sites. We are not responsible for the privacy practices or the content of these other web sites. If you use a link to another web site, you should consult the privacy notice for the site you visit. We have no control over the information that is submitted to, or collected by other web sites and we are not responsible for the content (or Links) of any linked site, or any changes or updates to such sites. This privacy statement applies solely to information collected by us or otherwise stored in i4 Knowledge Processing Pvt. Ltd. system or at its site.

### **Notification of Changes**

If any material changes are made in our privacy practices we will, 30 days prior to the changes taking effect, send a notification to the email address provided by the customer and post the changes in our privacy statement on our homepage. At the time of the notification, you may be able to opt-out of this information usage by sending a message to the following email: [info@i4kp.com](mailto:info@i4kp.com)

If you have questions or concerns regarding this statement, you should first contact i4 Knowledge Processing Pvt. Ltd. Customer Support at [info@i4kp.com](mailto:info@i4kp.com) or at + 1 602 476 1168

**Effective Date: May 1, 2019**

## Non-Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (the “Agreement”) is entered into and is effective as of xxxxxx (the “Effective Date”) by and between

**i4 Knowledge Processing Pvt. Ltd.** a company incorporated under the Indian Companies Act, 1956 and having its principal operating office at **601, Aditya Building, Near Sardar Patel Seva Samaj Hall, Mithakhali Six Road, Ellisbridge, Ahmedabad – 380 006, India** hereinafter referred to as “**i4 KNOWLEDGE PROCESSING**” which expression unless repugnant to context or meaning thereof shall mean to include its successors and assigns of the First Part.

AND

**CLIENT NAME**, a Company organized and registered under the laws of Delaware, U.S.A having its principal operating office at \_\_\_\_\_, USA hereinafter referred to as **CLIENT NAME** which expression unless repugnant to context or meaning thereof shall mean to include its successors and assigns of the Second Part.

WHEREAS i4 KNOWLEDGE PROCESSING and CLIENT NAME wish to disclose to each other, certain “Confidential Information” and/or “Proprietary Information”, as defined hereinafter, to enable the parties to explore potential strategic business alliance / relationship between i4 KNOWLEDGE PROCESSING and CLIENT NAME.

AND WHEREAS in consideration on these presents and to protect and preserve each party’s confidential and proprietary information that may be exchanged to the other party in the course of such discussions / negotiations, both the parties hereby agree and covenant to protect, preserve and not to disclose such confidential and/or proprietary information to any third party on the terms and conditions mentioned herein below:

### 1. Definition of Confidential Information

For the purposes of and throughout this Agreement, “Confidential Information” means and includes without limitation, any information disclosed, either directly or indirectly, in writing or orally or by inspection of tangible objects(including without limitation documents, prototypes, samples, plant and equipment), during the course of discussions/negotiations for a potential strategic business alliance/relationship (the “Discussions”) by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) including (a) confidential and proprietary trade secrets of the Disclosing Party and/or all other information belonging or relating to the Disclosing Party’s business that is not generally known; (b) the Disclosing Party’s products, processes, methodologies, systems techniques, programs, data, software, know-how, documentation of developed systems, improvements, developments, techniques, business or marketing plans, strategies, forecasts, licenses, prices or lists of the Disclosing Party, business and financial information and affairs, personnel matters, operating procedures, organization responsibilities, marketing matters and any policies or procedures; (c) confidential information of third parties, financial and otherwise; and (d) the terms and conditions of this Agreement. Confidential Information excludes information that: (i) can be shown with documents as already known to the Receiving Party at the time that it was disclosed to the Receiving Party; (ii) is in or comes into public domain through no fault, wrongful act or breach of this Agreement on the part of the Receiving Party; (iii) has been independently developed by Receiving Party without

breach of this Agreement or infringement of the proprietary rights of Disclosing Party; (iv) has been rightfully received from a third-party without restriction on disclosure and without breach of this Agreement; (v) has been approved in writing for disclosure by Disclosing Party; (vii) has been disclosed pursuant to a requirement of government agency or law; or (viii) has been disclosed in written, graphic or other tangible form without clearly being designated in writing as “confidential” or “proprietary”;

Proprietary Information shall include any and all patent, trademark, copyright, trade secret and other proprietary rights of any kind whatsoever, any and all works in any medium whatsoever that refer to, relate to, incorporate, include, analyze or utilize such Proprietary Information, including but not limited to improvements and modifications thereto and derivations there from.

## **2. Grant of Access and Limitation on Use**

Each party as a Receiving Party expressly agrees to use any Confidential Information disclosed by the other party only as provided in this Agreement and understand that any unauthorized disclosure or misuse of the Confidential Information of the other party may result in substantial and irreparable damage to that party.

Each party as a Receiving Party further agrees and under takes to hold the Confidential and Proprietary Information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to any third parties or to use such information for any purposes whatsoever.

Each party, as a Receiving Party agrees:

- a) That all Confidential Information acquired by the Receiving Party from the other party will be and will remain the exclusive property of the Disclosing Party.
- b) That information provided by the other party is only for the purposes of examining potential business opportunities with or relating to the other party, and that the Receiving Party will not use any or all of the Confidential Information in any other manner whatsoever.
- c) That without the prior written consent of the other party, the Receiving Party will not in any manner or at any time disclose, disseminate, publish or otherwise provide, either orally or in written manner, to any employee, agent, contractor, firm, corporation, organization, or entity any Confidential Information, except to such Receiving Party’s employees, agents or contractors who have an express need to know such information in order to carry out their duties as it relates to this Agreement.
- d) That the Receiving Party will treat the other party’s Confidential Information with the same procedures and precautions each party uses to protect its own information that it does not wish to be disclosed from unauthorized disclosures or other misuse.
- e) The Parties agree that they do not intend nor will they, directly, or indirectly, export or transmit any Confidential Information or Materials to any country to which such export or transmission is restricted by regulation or statute.
- f) To return promptly to the Disclosing Party or destroy any copies of such Confidential Information in written, graphic or other tangible form at the Disclosing Party’s request.
- g) That the obligations set forth in this Section 2 with respect to Confidential Information will extend for a period of three (3) years following the date of termination of this agreement employment, partnership or business relationship with the Receiving Party or



any and all individuals who received the Confidential Information in terms of this Agreement, whichever is later.

### 3. Ownership of Confidential Information

All Confidential and Proprietary Information remains the property of the Disclosing Party including (a) copyrightable or copy righted material, any translations, abridgments, revisions or other form in which existing work may be recast, transformed or adapted; (b) patentable or patented material, any continuation, reissuance or improvement thereon; and (c) material which is protected by trade secret and, any new material derived from such existing trade secret material, including new material which may be protected by, copyright, patent and/or trade secret law. By disclosing information to the other party, a party does not grant any express or implied right to the other party to or under the original party's patents, copyrights, trademarks or trade secret information.

### 4. Nature of Obligation

**CLIENT NAME** and **i4 KNOWLEDGE PROCESSING** acknowledge and agree that each party would suffer irreparable harm in the event that the other party breaches its obligation under this Agreement and monetary damages alone would be inadequate to compensate the other party for such breach. The parties agree that in such circumstances, each party shall be entitled, in addition to such monetary relief or other applicable remedies, to injunctive or other equitable relief as may be necessary to restrain any continuing or further breach by the other party, without showing or proving any actual damages sustained by the other party.

### 5. Representations and Assurances.

Other than the express assurances set forth in this agreement, **i4 KNOWLEDGE PROCESSING** agrees that it will provide its services to the best of its abilities and, to the maximum extent permitted by law, **i4 KNOWLEDGE PROCESSING** disclaims any and all other assurances and representations (whether express, implied or statutory) including, without limitation, the implied assurances of merchantability, absence of hidden imperfections, fitness for a particular purpose, (whether or not **i4 KNOWLEDGE PROCESSING** has been informed of or in fact knows such purpose), that the services provided will achieve a particular result or be uninterrupted or error free, or assurances arising from a course of dealing, usage or trade practice.

Some states or jurisdictions may not allow the limitation or exclusion of implied assurances or limitations on the nature or term of an implied assurance, so the above limitations may not apply in such states or jurisdictions. If any limitation of assurances set forth in this agreement is held to be unenforceable for any reason, then any such guarantee, representation and/or assurance is: (1) hereby limited to the period of either (a) thirty (30) days from the date of service or (b) the shortest period allowed by law in the applicable jurisdiction if a thirty (30) day limitation would be unenforceable; and (2) **i4 KNOWLEDGE PROCESSING**'s sole liability for any breach of any such assurance, guarantee, representation, and/or condition shall be to provide the other party with new or amended services or a refund of the fees actually paid for the alleged deficient services. Providing new or amended services or the refund of the fees paid for the allegedly deficient services will be at the sole discretion and election of **i4 KNOWLEDGE PROCESSING**.

## 6. Mutual Indemnity

Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all actions, suits, claims, demands, prosecutions, liabilities, costs and expenses (including reasonable attorneys' fees) based upon a claim or allegation that any activity arising out of this Agreement infringes the intellectual property rights of any third party, directly or indirectly.

In the event of any such action, the party allegedly infringing the intellectual property rights will be (i) immediately notified by the other party; (ii) will be permitted to assume direction and control of the defense of such claim, including the right to settle such claim provided that any such settlement is subject to the other party's consent and approval to the extent it impacts the other party's activities which shall not be unreasonably withheld; and (iii) will receive reasonable co-operation from the other party in the defense of such claim at the allegedly infringing party's expense.

## 7. Limitation of Liability; Exclusion of Consequential Damages.

Neither party shall have any liability with respect to its obligations under this agreement, nor otherwise, for any consequential, exemplary, incidental, or punitive damages suffered by the other party, even if it has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The limitations of liability contained in this section shall not apply to: (i) **i4 KNOWLEDGE PROCESSING's** or **CLIENT NAME's** indemnification obligations; or (ii) breach of any of its representations and warranties contained in this agreement.

In no event shall **i4 KNOWLEDGE PROCESSING** be liable to **CLIENT NAME** or any third party for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever in excess of the amount of the service fees actually paid, including, without limitation, those damages resulting from loss of use, loss of data or loss of profits, whether or not **i4 KNOWLEDGE PROCESSING** had been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of services provided by **i4 KNOWLEDGE PROCESSING**.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply in these jurisdictions. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedies set forth in this agreement and are exclusive and in lieu of any other remedies available to the aggrieved party, whether provided at law, equity or otherwise.

**i4 KNOWLEDGE PROCESSING's** maximum liability in connection with the services provided under any legal theory shall not exceed an amount equal to the service fee paid for the alleged deficient service or which causes the loss. The essential purpose of this provision is to limit the potential liability of **i4 KNOWLEDGE PROCESSING** arising out of this agreement and/or services provided to no more than the refund of the fees paid by the claimant for the allegedly deficient services provided.

## 8. Assignment

This Agreement and the rights, interests, benefits, duties and obligations hereunder shall not be assigned or transferred in any way by either party without the express written consent of the other party. Any act in derogation of the foregoing shall be null and void and without effect. Furthermore, this Agreement may be amended only by written agreement executed by both parties.

## 9. Governing Law

This Agreement will be governed in accordance with the applicable laws of respective states and the countries of both parties.

## 10. Entire Agreement

This Agreement is the entire agreement between the parties hereto with respect to the nondisclosure of Confidential Information described in the Agreement and supersedes all prior agreements, representations and understandings whether oral or written with respect to the subject matter hereof.

## 11. Term and Termination

This agreement will remain in force for a period of one (1) year following the Effective Date. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. Upon expiration or earlier determination of this Agreement, both parties agree to destroy or return promptly to the other party all copies of any documents, materials, notes, data, programs, or software containing Confidential Information in each party's possession or control. Each party agrees to confirm to the other party in writing that all such copies have been destroyed or returned. Notwithstanding the expiration or earlier termination of this Agreement, the obligations of confidentiality set forth in Paragraph 2 of this Agreement will survive such expiration or earlier termination for a period of three (3) year, and will be binding upon agents, successors and assigns of the other party including its past and/or present employees to whom the Confidential and Proprietary Information was disclosed in terms of this Agreement.

## 12. Non-Competition and Non Solicitation

**CLIENT NAME** and **i4 KNOWLEDGE PROCESSING** agree and undertake not to compete with one another in securing any business, contracts from any third parties or to develop any relationship with any third party, to provide any services in respect of which Confidential and Proprietary information has been exchanged between the Parties. **CLIENT NAME** and **i4 KNOWLEDGE PROCESSING** agree not to enter into any contract of employment or consultancy, whether on permanent or temporary basis with any employee of the other party during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement.

## 13. Miscellaneous

This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of either party.

If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.

All obligations created by this Agreement shall survive change or termination of the Parties' business relationship.

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized representatives to execute and enter this Agreement.

**i4 Knowledge Processing Pvt. Ltd.**

**CLIENT NAME**

\_\_\_\_\_  
By: Rachana Kothari

\_\_\_\_\_  
By:

Title: Managing Director

Title:

Date:

Date:

# **Employees Contractual Obligations**

## Employee Contractual Obligations

# CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on this \_\_\_\_\_ at Ahmedabad, Gujarat, India

### BETWEEN

i4 KNOWLEDGE PROCESSING PVT. LTD. (and its affiliates, associates, customers, partners) an Indian company registered under the Companies Act, 1956 and having its registered office at 601, Aditya Building, Near Sardar Patel Seva Samaj Hall, Ellisbridge, Ahmedabad – 380 006. INDIA. herein after referred to as “the Company”, which expression shall, unless repugnant to or inconsistent with the context thereof, mean and include the said Corporation and its successors and assigns in interest, being the Party of the One Part

### AND

\_\_\_\_\_ Residing at \_\_\_\_\_

INDIA herein after referred to as “the Employee”, which expression shall, unless repugnant to or inconsistent with the context thereof, mean and include they and their respective, heirs, executors, administrators and assigns, being the Party of the Other Part

### WHEREAS:

1. The Company provides various Proprietary and Confidential Information to its Employees in Trust to assist them in performing their duties for the Company. Each Employee has a responsibility to increase the productivity of the Company, Company’s image and be respectful to other employees.
2. The Company is in the business of providing offshore skilled and value added services to customers in the USA. In order to carry out its business the company and/or its customers may share confidential information and/or intellectual property with the employee working in India. The information shared may be or related intellectual property may be protected by India or United States copyright law and international treaty provisions and contain trade secrets of the Company and its affiliates.
3. These presents are being entered into between the Company and the Employee to delineate, the rights, duties and obligations of the parties hereto in respect of such Proprietary and Confidential Information.

**NOW THESE PRESENTS WITNESSETH AS UNDER:****1. Proprietary and Confidential Information:**

- a) Definition: “Proprietary and Confidential Information” means all information, technology and idea or invention in whatever form, patentable or not, pertaining in any manner to the business of the Company or any of its affiliates or sister companies or its employees, clients, consultants, or business associates, which was or is produced by any employee or consultant of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. It also includes all Proprietary Information not generally known outside the Company’s organization. Unless otherwise specified in writing all information pertaining to the Company is to be considered Proprietary and Confidential. By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include but not be limited to:
- i. Research and development technology, research projects, software code, formulas, product compositions, processes including design, development and compilation processes, ideas, inventions, trade secrets, innovations, patents, patent applications, discoveries, improvements, know how, test results, test methods, product specifications, drawings and manuals, and procedures and work instructions.
  - ii. Proprietary computer programs and software.
  - iii. Customers and customers’ client identities, customer characteristics and requirements, customer agreements, customer specifications, customer selling prices, customer product consumption data, customer potential data, sales organization details, distributor and representative identities, potential customer names, market share data, market surveys and market potential data gathered by the Company.
  - iv. Information about sales value, product sales quantities, costs, profits, expenses and prices.
  - v. Business, marketing and strategy plans.
  - vi. Forecasts including customer forecasts, unpublished financial information, budgets, projections and valuation data.
  - vii. Employee personnel files and compensation information. Employee job description and function data.

Proprietary and Confidential Information is broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging in and all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Proprietary Information or Confidential Information by the Company.

- b) Existence of Confidential and Proprietary Information: The Company owns and has developed and compiled and will develop and compile certain trade secrets, Proprietary techniques and other Confidential Proprietary Information that have great value to its business. Such Confidential and Proprietary Information includes not only

information disclosed by the Company to the Employee from time to time but also developed or learnt by the Employee during the course of his/her employment with the Company.

- c) Protection of Confidential and Proprietary Information:
- a. The Employee will not directly or indirectly use, make available, sell, disclose or otherwise communicate to any third party, other than in his assigned duties and for the benefit of the Company, any of the Company's Confidential and Proprietary Information, either during or after his/her relationship with the Company.
  - b. The Employee shall not publish, disclose or otherwise disseminate such Confidential and Proprietary Information without the prior written approval of the Board of Directors of the Company. The Employee acknowledges and is aware that unauthorized disclosure of the Confidential and Proprietary Information of the Company may be highly prejudicial to its interests and invasion of its privacy and shall amount to an improper disclosure of trade secrets.
  - c. The Employee shall not remove, nor permit the removal of any proprietary notice or legend contained on or in the Company code or documentation.
- d) Delivery of Confidential and Proprietary Information: Upon request by the Company or when the relationship of the Employee with the Company terminates, the Employee will immediately deliver to the Company all the materials and writings received from, granted for or belonging to the Company, including but not limited to those which relate to or contain Confidential and Proprietary Information.
- e) Location and Reproduction: The Employee shall maintain at the workplace only such Confidential and Proprietary Information as he has a current "need to know". The Employee shall return to the appropriate person or location or otherwise properly dispose of Confidential and Proprietary Information once that 'need to know' no longer exists. The Employee shall not make copies or otherwise reproduce the Confidential and Proprietary Information.
- f) Prior Actions and Knowledge: The Employee represents and warrants that the Employee did not know anything about the Company's business or Confidential and Proprietary Information other than the information that the Employee has learnt from the Company in the course of being hired and employed with the Company. The Employee further represents and warrants that from the time of the Employee's first contract with the Company, the Employee has held in strict confidence the Confidential and Proprietary Information and has not disclosed any such Confidential and Proprietary Information, directly or indirectly, to anyone outside the Company or used, copied, published or summarized any such Confidential or Proprietary Information.
- g) Third Party Information: The Employee recognizes and acknowledges that the Company has received and in future will receive from third parties, their Confidential or Proprietary Information subject to a duty on the Company's part to maintain Confidentiality of such information and to use it only for certain limited purposes. The Employee agrees that he/she will at all times hold all such Confidential or



Proprietary Information in the strictest confidence and will not use it or disclose it, except as necessary to perform his/her obligations towards the Company and as is consistent with the Company's agreement with such third parties.

- h) Export: The Employee shall not export any Proprietary and Confidential information, or any portion thereof, to any country in violation of the United States or India Export Administration Act and regulations there under.

## 2. Ideas and Inventions

- a) Definition: The term "ideas and inventions" includes any and all ideas, designs, technologies, software code, original works of authorship, formulae, compositions, processes, methods, specifications, discoveries, patents, copyrights, copyrightable work products, marketing and business ideas, all improvements, know-how, data, rights, and claims relating to the foregoing, whether or not patentable, which are conceived, developed or created, or which:
- i. Relate to the Company's current or contemplated business(es); or
  - ii. Relate to the Company's actual or demonstrability anticipated research or development; or
  - iii. Result from any work performed by the Employee for the Company; or
  - iv. Involve the use of the Company's equipment, supplies, facilities or trade secrets; or
  - v. Result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to the Employee; or
  - vi. Result from the Employee's access to any of the Company's memoranda, records, software code, sketches, models, customer lists, research results, data, formulae, compositions, processes, methods, specifications, inventions, equipment or other materials (collectively referred to as the "the Company's materials").
- b) Company's Ownership:
- i. All right, title and interest in and to all ideas and inventions, including but not limited to all registered and patentable rights which may subsist therein, shall be held and owned solely by the Company and where applicable, all ideas and inventions will be considered work made for hire. The Employee shall mark all ideas and inventions for the Company's copyright or other Proprietary notice as directed by the Company. The Employee shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the ideas and inventions shall be deemed not to constitute work made for hire or in the event that the Employee shall otherwise by operation of law be deemed to retain any rights (whether moral or otherwise) to any ideas and inventions, the Employee hereby assigns to the Company without any further consideration, his/her such entire right, title and interest throughout India and the world, free and clear of all lease and encumbrance in and to all ideas and inventions.
  - ii. Such ideas and inventions shall be the sole property of the Company, whether or not copyrightable or patentable.

- c) Maintenance of Records: The Employee shall keep and maintain adequate and current written records of all ideas and inventions and their development made by the Employee, solely or jointly, with others during the time of his/her employment with the Company. These records shall be in the form of documented code, notes and any other format that may be specified by the Company. These records shall be available to and remain the sole property of the Company at all times.
- d) Decision as to the ownership of an idea or invention: The Employee agrees that all information and record pertaining to any ideas, process, trademarks, service mark, invention, technologies, software code, original work of authorship, design, formulae, compositions, processes, discovery, patent, product, all forgoing (hereinafter referred to as “intellectual property”) that the Employee does not believe to be an idea or invention but that is conceived or developed or reduced to writing by the Company through the Employee alone or along with others, during the relationship of the Employee with the Company and for a period of 3 years thereafter shall be disclosed promptly by the Employee to the Company. The Company shall examine such information to determine if in fact the intellectual property is an idea or invention subject to these presents.
- e) Access: In view of the difficulty of establishing when an idea or invention was first conceived by the Employee or whether it resulted from access by the Employee to the Confidential and Proprietary Information or Company’s materials, the Employee agrees that any idea and or invention shall, amongst other circumstances, be deemed to have resulted from the access to the Confidential and Proprietary Information of the Company, if the idea or invention is:
- i. Acquired out of or resulted from the work of the Employee with the Company; or
  - ii. Related to the business of the Company; or
  - iii. Made, used, sold, exploited or reduced to practice, or an application for patent, trademark, copyright or other Proprietary protection is filed thereon, by the Employee or with his/her significant aid, during the course of the Employee’s relationship with the Company or within 3 years after termination of the relationship of the Employee with the Company.
- f) License for Other Inventions: If, in the course of employment of the Employee with the Company, the Employee incorporates into the Company’s property, any invention owned by the Employee or in which the Employee has an interest, the Company is hereby granted a non-exclusive, royalty-free irrevocable perpetual worldwide license to make mutual use and sale of such invention of the Employee as a part of and in connection with the Company’s property.
- g) Assistance: The Employee shall assist the Company in every proper way but at the Company’s expense to obtain and from time to time enforce patents, copyrights or other rights or registration on the ideas and inventions in any and all countries and for that at his/her end will execute all necessary documents to enable the Company to:
- i. Apply for, obtain and vest in the name of the Company alone, unless the Company otherwise directs, patent, copyright or other analogous protection in

any country throughout the world and hence obtain and vest, renew and restore the same; and

- ii. Defend or institute any proceeding in respect of such protection or its enforcement or infringement.
- h) Authorization to the Company: In the event the Company is unable, after reasonable effort, to secure the signature of the Employee on any patent, copyright or other analogous protection relating to an idea or invention, because of the physical or mental incapacity of the Employee or for any other reason whatsoever, the Employee hereby irrevocably designates, constitutes and appoints the Company and its duly authorized officers and agents as his Agent and Constituted Attorney to act for and on his/her behalf and stead to execute and file any application, applications or other documents and to do all other lawfully permitted acts to further the prosecution, issuance and enforcement of the patent, copyright or other analogous rights or protection thereon with the same legal effect and protections as if executed by the Employee himself/herself. The obligation of the Employee to assist the Company in obtaining and enforcing patents, copyrights and other analogous protection for the ideas and inventions in any and all countries shall continue beyond the termination or determination of the relationship of the Employee with the Company. The Company shall compensate the Employee at a reasonable rate after such termination for the time actually spent by the Employee at the Company's request for providing such assistance.
- i) Acknowledgement: The Employee has listed in the Schedule at **Annexure II** hereto all other agreements concerning Proprietary Information to which the Employee is a party and has also attached copies of any agreements in his possession, which the Employee desires to exclude from the operation of this Agreement. The Employee represents that to the best of his knowledge there is no other contract between the Employee and any other person or entity that is in conflict with this Agreement.
- j) No use of Name:  
The Employee shall not at any time use the Company's name or any of the Company's trademark(s) or trade name(s) in any advertisement or publicity.

### 3. Competitive Activity

- a) The Employee acknowledges that the pursuit of any of the activities forbidden by these presents would necessarily involve the use, disclosure or misappropriation of Confidential or Proprietary Information or invention and ideas or intellectual property of the Company.
- b) Prohibited Activity: To prevent the disclosure or misappropriation of Proprietary or Confidential Information or invention and idea or Intellectual propriety or breach of these presents the Employee shall not during his/her employment with the Company and 3 years after termination or determination of his employment with the Company, without the written consent of the Company, directly or indirectly:
  - i. Alone or with others, as an employee, employer or otherwise, perform service for or in employment or as consultant or have ownership interest in any entity or be otherwise engaged in any activity competitive with the activities of the Company. For the purposes of these presents, the phrase "any activity competitive with the activities of the Company" shall include without

limitations, in so far as it relates to the Employee, any activity related to the Products of the Company as set out in the Addenda executed by and between the parties as set out in clause 1; or

- ii. Employ or solicit for employment or recommend for employment, any person employed by the Company or any of its affiliates or sister concerns and engage in any present or contemplated business activity that is or may be competitive with that of the Company or its affiliates or sister concerns in any state or country where the Company conducts business; or
- iii. Solicit or divert service of any customers or clients of the Company.

#### 4. Termination

- a) Return of Company's property: Upon termination of relationship of the Employee with the Company or promptly upon the Company's request during such relationship, the Employee shall surrender to the Company all equipments, tangible property and Confidential and Proprietary Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, computer disks and any other computer generated files and data, any other data and records of any kind and copies thereof (collectively referred to as "the Company's records"), created on any medium and furnished to, obtained by, or prepared by the Employee in course of or incidental to his/her relationship with the Company, that are in his/her possession or under his/her control.
- b) Termination Certificate: In the event of termination of the employment of the Employee by efflux of time or otherwise, the Employee agrees, if requested by the Company, to sign and deliver the Termination Certificate in the form set out in **Annexure III** annexed hereto.
- c) Subsequent Employers:
  - i. After termination of employment of the Employee with the Company by efflux of time or otherwise, the Employee will not enter into any Agreement, that conflicts with the obligations of the Employee under these presents.
  - ii. The Employee will inform his/her subsequent employers of his obligations under these presents.
  - iii. The Employee hereby grants his/her consent to notification by the Company to any of the subsequent employer/s of the Employee or Company/companies whom the Employee may consult or who consult the Employee about the rights and obligations of the Employee under these presents.
- d) The representations, warranties and obligations of the Employee contained in these presents shall survive the termination of the employment of the Employee with the Company by efflux of time or otherwise.
- e) Following the termination of his/her relationship with the Company by efflux of time or otherwise, the Employee will fully cooperate with the Company in all matters relating to continuing obligations of the Employee under these presents.

## 5. No Implied Employment Rights

The Employee confirms that nothing in these presents shall be construed to imply that the employment of the Employee with the Company shall be for any period of time.

## 6. Injunctive & Compensatory Relief

The Employee acknowledges that his failure to carry out any obligation under these presents or a breach by the Employee of any of the provisions of these presents will constitute an immediate and irreparable damage to the Company, which cannot be fully or adequately compensated in terms of money and will warrant prohibitory and/or mandatory and/or any other injunction or other restrictive order and order of specific performance. The Employee acknowledges that remedy of injunctive relief and specific performance shall be in addition to any other action that may be taken or available to the Company in law.

## 7. Payment of Illegal Gratification

Notwithstanding the above and in addition thereto, if the Employee directly or indirectly uses, makes available, sells, discloses or otherwise communicates to any third party any of the Company's Confidential and Proprietary Information in breach of the above stated Clause 1(c) of this Agreement, the Employee shall hold all payments received in cash or

in kind and all benefits made available to him/her in consideration thereof directly or indirectly in trust for the Company and shall immediately pass them over to the Company along with interest at the rate of 15% per annum for the period during which he/she has kept the same with himself/herself after the receipt thereof. The Employee shall also account for such payments and benefits to the Company.

## 8. Miscellaneous Provisions

### (a) Modification

No modification of these presents shall be valid unless made in writing and by consent of both the parties.

### (b) Binding Effect

These presents shall be binding upon the Company and the Employee and their respective heirs, executors, administrators and assigns.

### (c) Integration

These presents set forth the parties' mutual rights and obligations with respect to Confidential and Proprietary Information, ideas and inventions, other intellectual property and prohibited competition. It is intended to be the final, complete and exclusive statement of the terms of the parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements between the parties.

(d) Construction

This Agreement shall be considered as a whole according to its fair meaning and not in favour of or against any party. The headings of the paragraphs hereto are inserted for convenience only and do not constitute as part of or shall not be used to interpret this Agreement. The Annexure and the Addenda, if any, shall form part of these presents.

(e) Assignment

The Company may assign to another person or entity or entities in all its rights under this Agreement.

(f) Applicable Laws

This Agreement shall be covered by and considered in accordance with the law applicable to the State of Gujarat.

(g) Severability

If any term or provision of these presents or application thereof to any person, place or circumstances, shall be held by a Court of Competent jurisdiction or a Tribunal agreed to by the parties to be unenforceable, such term or provision shall be enforced to the greatest extent permitted by law and the remainder of this agreement shall remain in force and effect not withstanding such term or provision being held to be unenforceable.

(h) Rights Cumulative

The rights and remedies provided by these presents are cumulative. The exercise of any right or remedy, either by the Company or by the Employee or by their respective successor(s), whether pursuant hereto or to any other agreement or any law, shall not preclude or waive that party's right to exercise any or all other rights and remedies available to such party.

(i) Non wavier

The failure of either the Company or the Employee, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under any law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance.

## **9. Acknowledgement**

The Employee acknowledges that the Employee has had the opportunity to consult a legal counsel in regard to these presents and has received a copy hereof. The Employee has read and understood these presents. The Employee is fully aware of its legal effects. The Employee has entered into these presents voluntarily and based on his own judgment and not on any representation or promise other than those contained in these presents.

IN WITNESS WHEREOF, the parties hereto have subscribed their respective seal and hand on the date and at the place first hereinabove written.

SIGNED, SEALED AND DELIVERED BY

The within named COMPANY

i4 KNOWLEDGE PROCESSING PVT. LTD.

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

Presence of:

Witnesses

1. \_\_\_\_\_

Name

\_\_\_\_\_

Signature

2. \_\_\_\_\_

Name

\_\_\_\_\_

Signature

SIGNED AND DELIVERED BY

The within named EMPLOYEE

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

Presence of:

Witnesses

1. \_\_\_\_\_

**Name**

\_\_\_\_\_

Signature

2. \_\_\_\_\_

**Name**

\_\_\_\_\_

Signature

**ANNEXURE I****EMPLOYEE'S DISCLOSURE**

1. Proprietary & Confidential Information: Except as set forth below, I acknowledge that at the time of my employment with the Company, I knew nothing about the business or Proprietary and/or Confidential Information of the Company other than information I have learned from the Company in the course of being hired:

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2. Prior Ideas or Inventions: Except as set forth below, there are no ideas, processes, inventions, technology, writings, programs, designs, formulas, discoveries, patents, copyrights, copyrights, or trademarks, or any claims, rights, or improvements to the foregoing, that I wish to exclude from the operation of this Agreement:

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3. Prior Agreements: Except as set forth below, I am aware of no prior agreements between me and any other person or entity concerning Proprietary Information or inventions (attach copies of all agreements in your possession):

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Employee Name \_\_\_\_\_

Employee's Signature \_\_\_\_\_



**ANNEXURE II**

This is to certify that I have returned all personal property of the Company, including, without limitation, all software programs, code, data, drawings, documentation, reports, books, manuals, records, Proprietary or Confidential Information, and equipment furnished to or prepared by me in the course of, or incident to my employment with the Company, in all formats and that I did not make or distribute any copies of the same.

I, further certify that I have reviewed the Confidentiality Agreement signed by me and that I have complied with and will continue to comply with all of its terms, including, without limitation (i) the reporting of any idea, process, invention, technology. Writing, program, design, formula, discovery, patent, copyright, or trademark, or any improvement, rights or claims related to the foregoing, conceived or developed by me and covered by the Agreement; (ii) the preservation of all Confidential or Proprietary Information pertaining to the Company. This certificate in no way limits my responsibilities or the Company's rights under the Agreement.

On termination of my employment with the Company, I will be employed by:  
 \_\_\_\_\_ (Name of New Employer) in the  
 \_\_\_\_\_ (Division) and I will be working in connection  
 with the following projects:

(Generally describe the projects)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
 Employee Name

\_\_\_\_\_  
 Employee's Signature

Witnesses:

1. \_\_\_\_\_  
 Name

\_\_\_\_\_  
 Signature

2. \_\_\_\_\_  
 Name

\_\_\_\_\_  
 Signature

#### 4b. Draft: Appointing Contractual Obligation

To,  
Name

---

Reference No. :

Date

#### Appointment as “Knowledge Integrator”

Dear xxx,

We are pleased to offer you a position in our organization as “**Knowledge Integrator**” under the following conditions:

Based on the presentation of your ability & your assurance to work to the satisfaction of M/S. *i4 Knowledge Processing Pvt. Ltd.* And /or its affiliates and for the projects awarded, we are pleased to offer you a position in our organization as “Knowledge Integrator” under following terms and conditions:

**1. Responsibility:** You have been given this appointment based on our specific requirement explained to you.

**2. Training Period:** The first three months of the employment will be considered as the training period. No compensation will be paid if the trainee resigns without completing 1 month of training period. The trainee will not be allowed any vacation time or any other perks as per company policy during training period. Training can be extended for additional period of 3 months at the discretion of the management.

**3. Probation Period:** After completion of satisfactory training first 3 months of employment will be considered as a probationary period as per acceptable practice in the organization.

**4. Location:** Your immediate location for the work will be Ahmedabad but can be transferred to any of the company offices in India or out of India with a notice of 60 days.

You shall keep the company informed of any changes in your residential address and civil status.

**5. Compensation:** Your gross compensation will be Rs. xxxx/ month for the period of first 12 months. Your gross compensation (CTC) is divided into Basic salary + DA + other compensation as per the company policy.

**6. Essential Condition of employment:** You shall devote your full time and attention to the work assigned to you. You shall at all times obey and abide by the lawful directions and orders given to you by your supervisors and shall work diligently, faithfully and well. The company shall be the sole judge to determine whether the work assigned to you is suitable or not and you shall not cease performing a part of the whole of your duties unilaterally.

You shall not accept any other employment, part-time or otherwise or engage in any commercial business or pursuit on your own account or as agent for others.

**7. Expenses during the training period:** The company, in order to update knowledge and/or to make you more comfortable with the projects that are being undertaken and/or likely to be undertaken and/or any specific reason, may direct you to undertake training abroad for which the company will bear following expenses on your behalf:

- Visa Paper work and expenses as actual.
- Travel to and from India to our principals' offices out of country, at actual i.e. round-trip air ticket will be provided in your name for your travel purpose.
- Boarding during the training period will be provided at actual at a residential hotel or building as acceptable per United States Standards.
- Travel between the place of residence and training facility, including normal travel outside office hours will be provided.
- A per diem (Daily) allowance will be paid for meals and other expenses as per company policy.

**8. Dress Code:** As an employee of i4 Knowledge Processing Pvt. Ltd., you are required to follow a dress code as acceptable to the company or/its overseas customer. In general you must be professionally presentable.

**9. Effective Date of Employment:** You are required to join i4 Knowledge Processing Pvt. Ltd. no later than \_\_\_\_\_.

**10. Joining Requirements:** At the time of joining you will be required to provide the following:

- a. Copy of relieving letter from your present employer, if you are employed.
- b. Latest pay slip.
- c. 3 Passport size photograph.
- d. 3 Postcard size family photograph.(Blood relation members only)
- e. Attested xerox copies of your educational certificate
- f. Your proof of residential address
- g. Xerox copy of PAN Card
- h. Xerox copy of Proof of date of birth

All tentional require attested either by authorized signatory or self.

**11. Reviews:** Performance reviews will be conducted after 6 months and 12 months during the first year of employment. (Performance review is not related to appraisal)

**12. Termination:** The arrangement can be terminated by employer and /or the employee by 45 working days's written notice to the other party. However, during training period the company is at liberty to terminate arrangement with 1week notice and without assigning any reason.

**13. Jurisdiction:** Any dispute arising out of this contract will be subject to the jurisdiction of court of laws at Ahmedabad in the state of Gujarat.

Please sign the Confidentiality Agreement & duplicate copy as acceptance of above terms.

Sincerely,

Rachana Kothari, Managing Director  
For i4 Knowledge Processing Pvt Ltd.

Reference No. :

To,  
The Managing Director,  
i4 Knowledge Processing Pvt. Ltd.  
Ahmedabad

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I have gone through the terms / conditions and confidentiality agreement of the company and I accept the same. I understand I will have to work as per company policy that may change time to time depending on the changing work environment and demand of business situation. I will be joining the company on .....

Sincerely,

Name:

Date:

**My Permanent Address**