

INDIA INTERNATIONAL HOUSE**Intellectual Property Policy****1. Purpose:**

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

2. Applicability:

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

3. Policies, Procedures, and Records:

- a. Company shall respect intellectual property (IP) and conduct its business in compliance with the IP-related laws as applicable in the jurisdiction of Republic of India and its agreements with other companies.
- b. Company shall actively protect its own IP.
- c. Company shall maintain an effective system of IP asset management, including maintaining an inventory and records of IP-related assets and agreements.
- d. Company shall not knowingly infringe a third party's intellectual property in its products, services, or components, or disclose or use a third party's trade secrets without the express or implied consent of the owner or as permitted by law.
- e. Company shall not knowingly purchase or use counterfeit or other infringing goods and services in running its business, including counterfeit trademark goods or infringing copyright material (such as software, publications, video, audio, or other content).

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

4. IP Compliance Team:

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

5. Scope and Quality Of Risk Assessment:

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

6. Management of Business Partners:

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

7. Security and Confidentiality Management

- a. Company shall maintain physical security designed to effectively protect trade secrets (where applicable) and other confidential information, and IP-related records, masters, tools, inventory and related materials.
- b. Company shall maintain computer and network security effective for protecting trade secrets, other confidential and proprietary information, and IP related records, and for discouraging violations of Company's IP policies on the Company's computers and networks.
- c. Company and its personnel shall only make trade secrets and other proprietary information available to third parties on a "need to know?? basis, and subject to company procedures and written agreements containing adequate confidentiality and other protections.
- d. Company shall execute written confidential or Non-disclosure agreements with third parties prior to disclosure of any confidential information of the Company to any third party(ies).
- e. Any IP generated, created or developed by any of the employees/representatives and agents of the Company and/or consultants engaged by the Company, during the term of their employment or engagement as the case may be, for and/or on behalf of the Company, shall be "work made for hire?? and shall be assigned by such persons to the Company. Further, the Company shall have the sole and exclusive ownership to such IP generated, developed or created unless otherwise agreed by the Company by way of a written contract or as may be applicable by the relevant IP law.

8. Training and Capacity Building

- a. Company shall provide ongoing appropriate level training on IP protection and management to all relevant personnel.
- b. Company shall provide specialized training to those personnel responsible for the development and implementation of the IP protection, management, and compliance program
- c. Company shall provide appropriate level training on IP protection and management for relevant supply chain members.

9. Monitoring and Measurement:

- a. Company shall establish and operate a system to monitor its performance in meeting the Company's relevant IP policies.
- b. Company shall incorporate the information gained from the IP compliance team through the monitoring system into the overall evaluation of its departments.

10. Corrective Actions and Improvements:

- a. Company shall maintain a system to track and deal with problems in IP protection, management and compliance found through the monitoring process. The tracking system will identify the corrective action to be taken, the timeline, and the responsible party.
- b. Company shall develop and implement an annual or other regular improvement plan for IP protection, management, and compliance.
- c. In case of violation/infringement of any IPR such as trademark infringement by any employee/representative or any third party infringing upon the IPR of the Company, the Compliance Team of the Company would first investigate the matter in association with its Advocates and make recommendations to the Director/CFO for resolution of such violation/infringement including need for any legal course of action.

11. Jurisdiction:

This Policy shall be governed by the laws of the Republic of India and shall have the jurisdiction to the same.

**For
India
International
House**



**Authorized
Signatory Date:
05.11.2023**