



## DATAMATICS GLOBAL SERVICES LIMITED

Title	<b>Intellectual Property Policy</b>
Version	1.0
Department	Legal and Secretarial
Approved By	Rahul Kanodia, Vice Chairman and CEO
Effective Date	6 <sup>th</sup> August, 2025

### 1. Introduction

Intellectual property (IP) is one of our most valuable assets. IP helps us stay competitive and allows us to fund future successes. The Company has a consistent policy of identification of Company's intangible assets, registering, exploiting and safeguarding them in order to benefit fully from IP in terms of revenue, reputation and market share. We also want to respect the IP of others as we develop our products and services, run our business, and work with clients, customers and vendors. For clarifications, the term Company wherever used under this IP policy, shall include its Subsidiaries and Affiliates. This Policy shall be called 'Datamatics' Intellectual Property Policy' (hereinafter referred to as the "**IP Policy**").

### 2. Objective

The instant IP Policy refers to the set of principles, values, and guidelines that will govern all the actions and efforts of the Company, towards the identification, protection, prosecution, utilization, transfer, licensing, and commercialization of all IP arising out of the work of the Company personnel.

### 3. Scope

This IP Policy is applicable to all Company personnel including its Subsidiaries and Affiliates. The term "Company personnel" shall hereinafter mean and include all the employees, representatives, agents, consultants, contractors and sub-contractors of the Company.

### 4. Categories of IP and Ownership

Intellectual property is unique due to its intangible nature and denotes the specific legal rights, and not the intellectual work itself. According to traditional categorization, IP comprises Industrial property and Copyright. Industrial property includes patents, trademarks, industrial designs, and geographic indications of source. Employees agree to co-operate in the execution of any documents required by the Company to record and perfect the assignment of such IP rights to the Company.

Categories of IP and the policies on its ownership to be followed by the Company are as follows:

- a) **Copyrights:** Copyright laws allow products of creative human activities like anthology, popular novels, poems, musical composition, other works of artistic imagination, etc. More



importantly, any codes or programmes written can also be copyrighted. Ownership of copyright of all copyrightable work shall rest with the Company with the following exceptions:

The Company shall own the copyright of work, including software, created by the Company personnel during the term of his/her employment

- If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, shall determine the ownership of copyright.
  - Any copyrightable work generated as a 'work for hire' will belong to the Company as per the terms of the original contract.
  - Where copyright has not been assigned to the Company, and in case the copyright must vest with a Client, the Company will be entitled to a non-exclusive, non-transferable license to use the material/work within the Company for all purposes which it may deem fit.
- b) **Patents:** This section refers to IP for which a patent can be filed or is protectable by confidentiality agreements. Ownership of all the Patents created by any Company personnel during the term of their employment shall rest with the Company.
- In case where a patent is being applied for, the inventor(s) may determine to maintain all relevant details of IP secret and confidential until the patent application is filed. In the case of protection through confidentiality, the details shall be kept undisclosed and confidential as long as the IP holds a commercial value.
  - The inventor shall furnish the required additional information and execute relevant documents from time to time as may be requested by the Patent Registrar or the Company for effective protection and maintenance of proprietary rights of the Company in the IP.
  - The Company shall be the sole owner of the IP.
- c) **Trade/Service marks:** The Company is keen to protect trade and service mark for goods and services generated using Company resources and will own such trade/service marks.

## 5. Policies, Procedures, And Records

- a) Company respects the IP and conducts its business in compliance with all the applicable IP-related laws and agreements entered into with clients/ customers/ vendors.
- b) Company shall conduct initial risk assessment and due diligence on all prospective clients/customers/vendors, which shall include an assessment of such companies' IP protection and management.
- c) Company shall actively protect its own IP.
- d) Company shall maintain an effective system of IP asset management, including maintaining an inventory and records of IP-related assets and agreements.



## **Processes and Timelines for Patent and Trademark Management**

The Company provides separate Processes and Timelines for Patents and Trademarks to ensure efficient IPR management:

### **Patent Workflow:**

- Submission: Employees submit inventions using the standardized Invention Disclosure Form. Submissions in any other format will not be considered for inventorship. Completed forms must be sent to the Legal team at [legal.team@datamatics.com](mailto:legal.team@datamatics.com)
- Upon receipt, the Legal team will conduct an initial review of the requisite documents and then forward the disclosure to external patent counsel for a thorough legal evaluation and validation of the patent process. This external counsel will provide expert guidance on patentability, prior art, and prosecution steps.
- Normally, a Patent approval time is expected to take approximately 18-24 months from the date of filing.

### **Trademark Workflow:**

- All product name requests must be submitted by the Marketing or Business teams to the Legal team for clearance.
  - Upon receipt, the Legal team shall forward the requests to our external Intellectual Property (IP) Attorneys who will conduct comprehensive trademark searches and manage all related trademark clearance activities.
- e) 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.
- f) Company shall not knowingly purchase or use counterfeit or other infringing goods and services in running the business, including counterfeit trademark goods or infringing copyright material (such as software, publications, video, audio, or other content).
- g) 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.)
- h) Company shall develop and implement a management system to ensure that all Company 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 system.
- i) The Company's development team and marketing team shall proactively assist in identification and registration of the Company's IP and proprietary information.



- j) While using Open Source products, it is highly recommended that users ensure responsible use, integration, and management of such software in accordance with its usage terms and conditions. Users should be aware of all obligations related to each open source component and adopt best practices such as maintaining usage records and consulting experts when needed. Non-compliance with license terms may expose the company to high risk with its usage to open source products.

## **6. IP Compliance Team**

A cross-functional compliance team, led by the Company's Chief Legal Officer, shall oversee IP protection and management. The team may engage internal or external experts for advice. Employees should direct IP-related queries to the Legal team. The Legal team will acknowledge the same and provide a prompt response.

## **7. Conduct of employees in the protection of Company's IP**

Company requires the Company personnel to conduct their arrangements with the Company in accordance with the Company's relevant IP protection policies.

## **8. Security and Confidentiality Management**

- a) Company shall maintain adequate security designed to effectively protect the IP and other confidential information, and IP-related records, masters, tools, inventory and related materials.
- b) Company shall have an effective Information Security Policy for protecting IP, other confidential and proprietary information, and IP related records.
- c) Company personnel shall only make IP 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 Company personnel, 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 Company personnel 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.

## **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 improvement plan for IP protection, management, and compliance.
- c) In case of violation/infringement of any IPR by any Company personnel or any third party, the IP Compliance Team of the Company would first investigate the matter in association with its advocates and take appropriate actions as necessary for resolution of such violation/infringement including need for any legal course of action.

#### **11. IP Licensing and Transfer**

- a) The Company may license its IP to any of its Subsidiaries, Affiliates or third party(ies) through various modes of licensing strategy such as: Exclusive licensing, Sole licensing, Non-Exclusive licensing, Sub-licensing and licensing in general. The Company shall document such IP licensing through a license Agreement, defining the terms and conditions for the proper use of Company IP.
- b) The Company may transfer its IP to any of its Subsidiaries, Affiliates or third party(ies) through a signed IP transfer agreement on the conditions as may be deemed to be fit and proper to the Company.

#### **12. Commercialization / Utilization of Company IP**

- a) As the sole owner of any IP, the Company is entitled to enter into a binding agreement with any party for the utilization of its IP, whether on commercial terms or on non-commercial terms, and in a manner consistent with the terms of any agreement involving from which IP is generated read harmoniously with the terms of this IP Policy.
- b) The Company shall be entitled to grant licenses, whether exclusive or not, for the utilization and commercial use of Company IP, or to make such other arrangements as the Company may deem fit to facilitate Technology Transfer, Licensing, and other means of commercialization of Company IP to other entities, while preserving the rights and interests of the Company.



### 13. Violations

Any Company personnel found to be in violation of this IP Policy may be subject to disciplinary action, up to and including legal action or termination of employment.

### 14. IP Sensitization

Employees are expressly prohibited from publishing any papers, blogs, articles, or other public disclosures related to their work or any Company's projects without the prior written approval of the Company. This restriction is intended to prevent inadvertent disclosure of patentable inventions, proprietary information, or trade secrets.

### 15. General

a) Amendment of the Provision and Guidelines of the IP Policy:

The Company may amend the provisions and guidelines set out in the IP Policy from time to time. The Company shall notify the Company Personnel of such amendments as soon as possible. The amendments shall be in full force and effect on the date the amendments have been announced by the Company to take effect.

b) Agreements:

All Agreements entered into by the Company which may involve IP shall be consistent with the provisions of this IP Policy.

**Recommended by:**

Sd/-

**Divya Kumat**

**President, Chief Legal Officer and Company Secretary**

**Approved By:**

Sd/-

**Board of Directors**

\*\*\*\*\*