

SANDEN VIKAS PRIVACY POLICY

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 (“IT ACT”) AND RULES ISSUED THEREUNDER, AS APPLICABLE AND THE PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES THAT REQUIRE PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND TERMS AND CONDITIONS FOR ACCESS OR USAGE OF THE WEBSITE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

This document defines the scope of privacy and degree of confidentiality protecting the information which you (“User”) provide for any business enquiry, career opportunity, job application, subscription, communication or any other legitimate purpose, requirement or usage at the website and for normal use of the services, programs, features and facilities of www.sandenvikas.com (“Website”), which is owned by Sanden Vikas (India) Pvt. Ltd., having its office at Plot No. 65, Sector 27-A, Faridabad, Haryana Pin - 121003, Haryana, India (the “Company”). At any time, the User can, at his/her discretion, allow or forbid the collection and use of his/her personal information. Our legal basis for the collection of user data is India’s Digital Personal Data Protection Act, 2023 (“DPDP Act”).

By accessing or using this Website, the User provides his/her specific consent to the Company to collect, receive, use, process, store and disclose the User’s information provided by the User according to the rules and provisions of this agreement and the law. The Company hereby proclaims and accepts its responsibility to protect the User’s information. This Privacy Policy contains the rules upon which such information is gathered, processed and used. These rules apply to any personal and non-personal information gathered at and/or by the Company.

1. SCOPE: The scope of this Privacy Policy is limited to the products, services, programmes, platforms, communications, career opportunities, features, facilities and related business activities and applies to the Users who request for such products/services/facilities. This Privacy Policy describes the information about you that the Company collects through the Website, how that information is used, maintained, stored, shared, processed, protected and how you can update it. It applies to personal data received by the Company from India, and personal data processed outside India for the purpose of providing goods and services to data principals in India in digital format (and non-digital format, if digitized subsequently). Please note that the Company is not obligated to observe compliances in relation to such sets of personal data that are excluded from the scope of applicable law (including personal data that has been made publicly available by the data principal to whom such data belongs or by any other person acting under a legal obligation to disclose the personal data) as per Section 3 & 4 of DPDP Act, 2023.

2. PERSONAL INFORMATION: The Company requires the Users who register or provide information on the Website to obtain details of the Company’s products, services, programmes, platforms, communications, career opportunities, features, facilities or otherwise to give their name, date of birth, company name, address, phone number, email address, qualification and billing information (if required) or any other business related information. The Company may also obtain personal information when Users login using third-party credentials. At the time Users express interest in obtaining additional information or when Users register at the Website, the Company may also ask for additional personal information such as alternate contact numbers, alternate e-mail address, etc. The Users can update their personal information at any time by logging into or accessing the Website and editing their personal information within setup or by contacting the appropriate officer of the Company. The Users can view their updated profile to confirm their edits have been made. Please note that our obligation or responsibility as a data fiduciary is limited to such instances where we specifically request for your personal data on our Website and does not include scenarios where you may, of your own accord, or on instructions of another party upload personal data on the Website or share personal data with another person.

3. NON-PERSONAL INFORMATION: The Company may also collect non-personal information from the Users, such as Users' device, internet connection, geolocation, browser type, the URL of the previous Website User visited, User ISP, operating system, User Internet protocol (IP) Address, company information etc. ("**Non-Personal Information**"). Non-Personal Information cannot be easily used to personally identify the User.

The Company uses cookies and similar technologies to support the proper functioning of its Website and to enhance the User's experience. These tools help us recognize returning the Users, understand how the Website is used, and improve performance and usability over time.

Cookies generally capture device-related information rather than directly identifying a User. Please note that we do not govern or assume responsibility for cookies placed by third-party websites that may be accessible through our platform. The Users can manage or disable cookies through their browser settings. However, this may limit certain functionalities or affect the overall user experience.

For more information on the cookies, you may refer to the cookie policy.

<https://www.sandenvikas.com/cookie-policy>

Cookies are very small text files that are stored on User system/device when Users visit some applications. The Company uses cookies to help identify User system/device so the Company can tailor User experience, management of the sign-up process and user management, general administration including tracking login and usage, managing newsletter or email subscription/surveys etc. In some special cases, the Company also use cookies provided by trusted third parties for analytics, advertising, social media etc. the Company can disable any cookies already stored on the Users' system device, but these may stop the Website from functioning properly.

In general, User can visit the Website without telling the Company who the User is or revealing any information about User. However, the Company's web servers may automatically collect the domain names/IP Address of visitors. This information is used to measure the number of visits, average time spent on the Website and similar information, which is used to measure the Company's products/services, evaluate performance, and improve the Company's products/content/services.

Most of the cookies we use are so-called session cookies, which are automatically deleted by your browser after the end of your visit to our website. Session cookies provide us with information about visitor behaviour on our website, which we analyze. With the knowledge gained, we will make our website more user-friendly, place important content on the most popular pages and develop our marketing strategies according to the interests of our target audience. Other cookies are stored longer on your device and allow us to recognize you as a user during a subsequent visit to our website. We do not pass on information that we receive through our cookies to third parties. By using the "Incognito" or "Private" mode of your browser, or by means of adjusting the settings in your browser, you can prevent the installation of cookies. As a result, some of the facilitation of operating our website will no longer work.

We may use cookies to: (i) count your number of visits to the Website; (ii) accumulate anonymous, aggregate, statistical information on website usage; (iii) providing the appropriate content according to your need or viewing history; and (iv) save your password (only on allowing to do so by you) so you don't have to re-enter it each time you visit our sites. You can also disable cookies. By modifying your browser preferences, you can accept or reject all cookies, or request a notification when a cookie is set.

4. USE OF USER'S INFORMATION: The Company uses the information that it collects to provide, communicate, manage, administer, evaluate, improve or develop its products, services, programs, platforms, features and related interactions for its Users as well as to comply with the laws. The Users' email addresses and any personal customer information will not be distributed or shared with third-parties except to the extent necessary to provide the User with a requested product/service, or under circumstances required by law. The Company will disclose the User's personal information when the

Company believes in good faith that any applicable law, regulation, or legal process requires it, or where the Company believes disclosure is necessary to protect or enforce its rights or the rights of another user. The Company also discloses aggregated User statistics in order to describe the Company's Website/products/services and reach to prospective partners, advertisers, and other third-parties. However, aggregate data is not traceable to the User specifically. The Company may use contractors to help the Company with the Company's operations. Some or all of these contractors may access Company databases of user information. These contractors will enter into an agreement with the Company that places restrictive provisions on their use and disclosure of all information they obtain through the relationship. The Company may share personal information with global partners for the purpose of providing the Users with high quality, localized and customized products and services. The Company may use Non-Personal Information to track the use of the Website/products/services and for other internal purposes, such as providing, maintaining, evaluating, and improving the products/services and the Website. The Users may, if they wish for any reason, delete their personal information or their profiles. Upon the User deleting their personal information or profiles, the Company shall retain only an archival copy of information so deleted, which shall not be accessible on the internet for legal compliance. The Company's use and data processing of information would be in compliance with the laws governing the protection of information technology and other applicable laws in force in India including Section 4 (1)(a) and 4 (1) (b) DPDP Act, 2023.

5. SHARING/ DISCLOSURE OF USER INFORMATION: As far as this is necessary for the purposes set out in this policy, the Company will share the User's personal data with the following recipients who either have a need to know and who will process it for us based on our instructions and for no other purpose:

- Sanden Vikas Companies and potential partnerships: Our businesses around the world are supported by different teams and functions, and personal data may be made available to them, if necessary, for the provision of products and services, account administration, sales and marketing, customer and technical support, and business and product development. All our employees and contractors are required to follow our data protection and security policies when handling personal data. Your personal data might also have to be shared in the event of a merger, sale, restructure, acquisition, joint venture, assignment, transfer, or other disposition of all or any portion of our business, assets, or stock (including in connection with any bankruptcy or similar proceedings).
- External Parties: Occasionally, to provide our products and services, it is necessary to collaborate with external third parties. These external third parties shall process your personal data on our behalf subject to appropriate safeguards only insofar as it is necessary for them to provide their services to us. Our prior authorization is required before they are permitted to transfer responsibility for processing personal data to a third-party. We may share your personal data under a valid contract with our channel partners/suppliers/vendors/service partners/third-party entities for the purpose of completing the transaction. We only share your personal data with recipients who have an adequate level of data protection by implementing appropriate technical and organizational security measures as prescribed by applicable law. We do not sell your personal data to anyone.
- Courts and public authorities: We will share your personal data when required for the following purposes:
 - To comply with legal obligations and respond to requests from government agencies, including law enforcement agencies and other public authorities.
 - To prevent or detect or investigate offences or cyber incidents or for the prosecution or punishment of offences.
 - To raise or defend against legal claims.
 - To protect our users, systems, and product and/or services.

6. OPT-OUT AND DATA MODIFICATION POLICY: Users can opt out of being contacted by the Company, or receiving information as a whole or a part from the Company at any time by sending an email to dpo@vikasgroup.in. If, at any time after providing the information or ordering

products/services, Users change their mind about receiving information from the Website, the frequency with which they receive information or about sharing their information with third parties, they may modify their choices by simply sending the request to **dpo@vikasgroup.in**

You have the right to complain about the improper processing of your personal data (such as collection, storage, modification, transfer, deletion, etc.) by emailing us at **dpo@vikasgroup.in**

You can also modify, correct, erase the information or withdraw your consent provided, the Company respects your right to access and control your information, and the Company shall respond to requests for information and, where applicable, will correct, amend, or delete your personal information. In such cases, we will need you to respond with proof of your identity before you can exercise the above rights.

7. RIGHTS OF THE USER:

a. Right to be informed: You have the right to be provided with clear, transparent and easily understandable information about how we use your personal data and your rights. This is why we are providing you with the information in this Policy.

b. Right of access: You have the right to obtain access to your personal data (if we are processing it) and certain other information (similar to that provided in this Policy). This is so you are aware and can check that we are using your personal data in accordance with data protection law.

c. Right to rectification: You are entitled to have your personal data corrected if it is inaccurate or incomplete.

d. Right to erasure: This is also known as ‘the right to be forgotten’ and, in simple terms; enable you to request the deletion or removal of your personal data where there is no compelling reason for us to keep using it. This is not a general right to erasure; there are exceptions.

e. Right to restrict processing: You have the right to ‘block’ or suppress further use of your personal data in certain circumstances. When processing is restricted, we can still store your personal data but may not use it further.

f. Right of data portability: You have the right to obtain and reuse your personal data in a structured, commonly used and machine-readable format in certain circumstances. In addition, where certain conditions apply, you have the right to have such information transferred directly to a third party.

g. Right to object to processing: You have the right to object to us processing your personal data for our legitimate business interests or for direct marketing purposes (including in each case any related profiling).

h. Right to withdraw consent to processing: If you have given your consent to us to process your personal data for a particular purpose (for example, direct marketing), you have the right to withdraw your consent at any time (although if you do so, it does not mean that any processing of your personal data up to that point is unlawful).

i. Right to make a complaint to the data protection authorities: You have the right to make a complaint to the Information Technology Department of India, if you are unhappy with how we have handled your personal data or believe our processing of your personal data does not comply with data protection law.

8. DISCLAIMER OF WARRANTIES: The Company provides the information/services on its Website on “as is”, “with all faults” and “as available” basis. The Company makes no express or implied warranties or guarantees about such information or services. To the maximum extent permitted by law, the Company disclaims all such warranties, including all statutory warranties, with respect to the information or services, including without limitation to any warranties that the information or services are merchantable, of satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing. The Company processes personal data collected according to the applicable legal provisions. This privacy policy applies to all personal data received by the Company in any format, including electronic or paper. It is effective on the date posted below and applies to our use of your information post effective date. Certain sections of the Website may require your personal data in order to cater your needs efficiently and to provide better information for the products, services or information as requested by you during your visit to the website. You are requested to read and understand the terms and condition as stipulated herein in connection with the use of our website. The usage of the Website includes

unconditional acceptance of the terms of this Policy by you. This website should be accessed only if you agree to the terms and conditions of our Privacy Policy and if you voluntarily consent and authorize the Company to use all the information provided by you in accordance with its Privacy Policy. If you do not agree to the terms of our Privacy Policy or are dissatisfied for any reason in relation to the Websites and / or any contents thereof, you are prohibited from further accessing the Website.

9. LIMITATION OF LIABILITY: The User's sole and exclusive remedy for any dispute with the Company is the cancellation of User's registration. In no event the Company shall be liable to the User for any claim relating to or arising out of User's use of the Website/services. The Company shall in no event be liable to the User (or to any third party claiming under or through the User) for any indirect, special, incidental, consequential or exemplary damages arising from User's use of, or inability to use the website/services. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if the Company knew or should have known of the possibility of such damages, because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the extent permitted by law. We may disclose your personal data in good faith or whenever necessary to comply with a legal obligation or if disclosure was required by any law or by order of any competent court or statutory authority, to protect and defend the legal rights or any Intellectual Property Rights.

10. YOUR OBLIGATIONS: You warrant to us that you will not use the Website for any purpose that is illegal or prohibited by these terms of use and shall not use this Website in any manner which could damage, disable, overburden or impair the Website or interfere with any other party's use and enjoyment of this Website. You shall not modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer, or sell any data, services obtained from the Company website without our prior consent, directly or indirectly in any medium. Neither these materials nor any portion thereof may be stored in a computer except for personal and non-commercial use.

11. INTERNATIONAL DATA TRANSFER: We may transfer information that we collect about you, including personal information, to affiliated entities, or to other third parties (as provided herein) across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the European Union or other regions with laws governing data collection and its use that may differ from other countries' law, please note that you are transferring information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information and the use and disclosure of your information, including personal information, as described in this Privacy Policy and in accordance with Section 4(1) & Section 16 of DPDP Act, 2023.

12. SECURITY SAFEGUARDS: We work hard to protect our Users from unauthorized access or unauthorized alteration, disclosure, or destruction of information we hold. In particular:

- We encrypt our services using SSL.
- We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- We restrict the access to personal information by employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.
- If processing personal data is necessary to comply with a legal obligation, the Company shall carry out the processes, with Section 3 of DPDP Act, 2023 serving as a legal basis.

13. COMPLIANCE AND COOPERATION WITH REGULATORY AUTHORITIES: We regularly review our compliance with our Privacy Policy. When we receive formal written complaints, we will contact the person who made the complaint to follow up. We work with the appropriate

regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that we cannot resolve with our users directly.

14. RETENTION, DELETION OR BLOCKING OF DATA: We adhere to the principles of purpose limitation and data minimization. Therefore, we only store your personal data for as long as it is necessary to achieve the purposes (unless you withdraw your consent earlier) it was collected for or as long as the many storage periods required by law. After discontinuation of the respective purpose or expiry of these deadlines, the corresponding data will be deleted in accordance with the statutory provisions. Our legal basis for the deletion or blocking of personal data is Section 8(7) of DPDP Act, 2023.

15. RIGHT TO NOMINATE: You have the right to nominate an individual who would be able to exercise your rights under applicable laws in the event of your death or incapacity in accordance to Section 14 of DPDP Act, 2023.

16. FORUMS AND INTERACTIVE SERVICES: There may be interactive services within the Website, such as blogs, chat rooms, forums, instant messaging etc., and other service member zones that allow them to input their data, details, materials, comments or other similar communications. Using such Website/services, the User should realize that they are open for wide access and review, and any personal data that he/she published or provided during registration may become viewable by third parties. The Company is not responsible for the security of the User's information that is passed by the User to third parties or provided during use of such Website/services.

17. MINOR USERS AND USERS WITH DISABILITY: The Company does not intend to and will not purposely collect, require or request personal information from persons under 18 years of age without permission from parent or legal guardian. If the User is a minor, or a person with disability he/she should not enter his/her personal information or use the services/Website in any way prior to obtaining the consent of the parent or legal guardian. Further, we do not undertake tracking and behavioural monitoring of children or targeted advertising directed to minors. If we learn that we have collected personal data from a minor without verified parental consent, we will erase such personal data.

18. PHISHING: Identity theft and the practice currently known as "phishing" are of great concern to the website/application. Safeguarding information to help protect User from identity theft is a top priority. We do not and will not, at any time, request User's credit card information or national identification numbers in a non-secure or unsolicited e-mail or telephone communication.

19. LINKS TO OTHER WEBSITES OF SANDEN VIKAS COMPANIES AND BUSINESSES: Our website may contain links to other Sanden Vikas Companies and businesses. This Privacy Notice does not cover how the other Sanden Vikas Companies or businesses process personal data. We encourage you to read the privacy policies and terms and conditions of such other websites you visit. The Company is not responsible for content accessible through the websites of other organizations or businesses.

20. THIRD PARTY SITES: If you click on one of the links to third party websites, you may be taken to websites we do not control. This Policy does not apply to the privacy practices of those websites. Read the privacy policy of other websites carefully. We are not responsible for these third-party sites.

21. CHANGES TO THESE RULES: The Company reserves the right, at its sole discretion, to change the rules of the Privacy Policy, in whole or in part, at any time without notice. In case of a substantial change of confidentiality rules and policies of use of the User's personal information, the Company shall publish the changes on the Website of the Company.

22. WAIVER: No provision of the Policy shall be deemed to be waived and no breach excused unless such waiver or consent shall be in writing and signed by the Company. Any consent by the Company

to, or a waiver by the Company of any breach committed by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

23. INDEMNITY: In addition and not in derogation of the specific indemnities provided by you to the Company/Website under this Policy, you agree to indemnify, defend and hold harmless the Company and its affiliates, officers, directors, employees, consultants, representatives, shareholders, contractors, users and agents etc. against any and any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) arising out of or in connection with any claim, suit, action, or other proceeding brought against the Company or such party, to the extent such losses are based on or arising out of or in connection with; (a) any breach or non-performance of any of the provisions of this Policy with respect to use and access of the Website, Services; (b) truthfulness and correctness of the information provided by the User at the time of availing the Services; (c) any third party due to, or arising out of, or in connection with, your use of the Website and/ or availing of services from the Company; (d) breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, or infringement of any other intellectual property right) by you.

22. INTELLECTUAL PROPERTY RIGHTS: All materials on the Website, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, “**Proprietary Information**”) are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Company. You acknowledge and agree that all content on our Website is made available for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere in our Website, no Proprietary Information may be copied, reproduced, republished, sold, downloaded, posted, transmitted or distributed in any way, or otherwise used for any purpose, by any person or entity, without our prior express written permission. You may not add, delete, distort, or otherwise modify the Proprietary Information. Any unauthorized attempt to modify any Proprietary Information, to defeat or circumvent any security features, or to utilize our Platforms or any part of the Proprietary Information for any purpose other than its intended purposes is strictly prohibited.

23. CONTACT PERSON: In accordance with the applicable laws, the name and contact details of the Grievance Officer/ Data Protection Officer are provided below:

Name: Rajeev Singh

Email ID:dpo@vikasgroup.in

24. GOVERNING LAW & JURISDICTION: This document shall be governed by, construed and enforced under the laws of India and Courts in Delhi shall have exclusive jurisdiction.