

AM/NS

INDIA

INTELLECTUAL PROPERTY POLICY

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1. PREAMBLE

ArcelorMittal Nippon Steel India Limited (“**AM/NS India**”) is committed to high business and ethical standards in the conduct of its business. Accordingly, AM/NS India requires that its employees, consultants and any third parties acting on its behalf not infringe or violate in any manner, the intellectual property rights including but not limited to patents, trade marks, copyright, design, trade secrets of AM/NS India, its affiliates or any other entity or person.

2. SCOPE & APPLICABILITY

This Intellectual Property Policy (“**Policy**”) is applicable to all the AM/NS India personnel including but not limited to directors, employees, consultants, such other persons appointed and/ or retained by and/ or working for AM/NS India whether full-time or part-time and other third parties acting on behalf of AM/NS India (hereinafter referred to as “**AM/NS India Personnel**”).

In case of inconsistency and/or conflict with any other policies of AM/NS or employment contracts, this Policy will prevail.

3. MEANING OF INTELLECTUAL PROPERTY

The World Intellectual Property Organization (WIPO) describes the term ‘Intellectual Property’ as “*creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce.*”

The subject matter to which this Policy is applicable includes all creations, inventions, improvements, additions, discoveries, research, scaling up and developmental results, outcomes, patents, designs, trade marks, layouts, methods, processes, know-how, thesis, writings, reports, drawings, formulae, prototypes, models, expressions, softwares, source codes, algorithms, presentations, audio-visuals, videos, audios, copyright, related rights and all intellectual property, whether or not registrable under any law applicable and in force from time to time. There are various kinds of intellectual property rights, some of which are trade marks, copyright, patents, industrial designs, geographical indications etc. (collectively hereinafter referred to as “**Intellectual Property**”).

4. OWNERSHIP OF INTELLECTUAL PROPERTY

4.1 What is AM/NS India Intellectual Property?

AM/NS India or entities named in writing by AM/NS India will own all rights, titles and interests, for all times, for all territories and jurisdictions of the world, in and to Intellectual Property, any modifications, enhancements, improvements, additions to such Intellectual Property, as may be created, generated, conceived, developed, contributed in any manner by AM/NS India Personnel either jointly with others or individually under instructions of AM/NS India or during the course of their association with AM/NS India (hereinafter referred to as “**AM/NS India Intellectual Property**”).

4.2 Only AM/NS India or entities named in writing by AM/NS India are entitled to apply for protection of AM/NS India Intellectual Property, in India or any other jurisdiction(s) of the world as well as taking actions for enforcement of ownership and all rights, titles and interests in and to the AM/NS India Intellectual Property against infringement, passing off, violation of rights and/ or any other offence(s). All actions described in this clause shall be initiated and pursued by the Approving Authority.

4.3 Except as permitted in writing by other policies of AM/NS India, AM/NS India Personnel shall have no right and shall not use in any manner, logo(s), trade mark(s), service mark(s), label(s), device(s), art-work(s) of AM/NS India and/ or its affiliates and/ or group entities on any personal communication and/ or documents and/ or writings and/ or products of AM/NS India Personnel.

4.4 AM/NS India Personnel shall have no right, claim or demand and shall not use, exploit or commercialize the AM/NS India Intellectual Property for any purpose except for providing their services to AM/NS India and in a manner approved and/ or authorized by AM/NS India. ‘Exploitation or commercialization of AM/NS India Intellectual Property’ includes using the intellectual property to gain any kind of benefit, monetary or otherwise. AM/NS India Personnel shall have no right to receive any royalty for any AM/NS India Intellectual Property created and/ or developed by them.

4.5 Except as permitted in writing by AM/NS India, AM/NS India Personnel shall also not use the Intellectual Property including trade marks, logos, trading names of ArcelorMittal or Nippon Steel in any manner or form.

5. DISCLOSURE OF INTELLECTUAL PROPERTY AND NON-DISCLOSURE OF PROPRIETARY AND CONFIDENTIAL INFORMATION

5.1 All AM/NS India Personnel shall make prompt disclosures to their Manager in AM/NS India with a copy to the Approving Authority and General Counsel of AM/NS India, of any and all AM/NS India Intellectual Property, conceived, developed, contributed by them either jointly or individually under instructions of AM/NS India or during the course of employment or association with AM/NS India.

5.2 All disclosures by the AM/NS India Personnel shall be made in within 5 (five) days from such creation, generation, development of the afore-said works and/ or any modifications, enhancements, improvements or additions. AM/NS India may seek the information in a prescribed format if required.

5.3 AM/NS India Personnel will keep confidential such Intellectual Property created during the course of employment or association with AM/NS India and not disclose to any other person other than their Manager, Approving Authority and General Counsel, unless specifically permitted by AM/NS India in writing.

6. PROTECTION OF INTELLECTUAL PROPERTY

6.1 AM/NS India Personnel agree and acknowledge that all Intellectual Property created, developed, accessed etc. by them either individually or jointly during the course of their employment and/ or engagement by AM/NS India belongs exclusively and perpetually to AM/NS India in respect of all territories of the world.

6.2 AM/NS India Personnel shall during the course of rendering their services to AM/NS India and thereafter undertake all measures to prevent infringement and/ or violation of AM/NS India Intellectual Property and Intellectual Property of third parties.

- 6.3** AM/NS India Personnel cannot make any disclosures of AM/NS India Intellectual Property to any party or person or use the same without following the procedure and taking necessary approvals from AM/NS India as prescribed under this Policy.
- 6.4** AM/NS India Personnel should familiarize themselves and be acquainted with all their obligations and responsibilities towards third party Intellectual Property while using and/ or accessing the same in any manner, during their employment or engagement with AM/NS India.
- 6.5** AM/NS India Personnel shall ensure that during the course of their employment, they will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party prior to their employment at AM/NS India.

7. ASSESSMENT AND FILINGS FOR PROTECTION OF INTELLECTUAL PROPERTY

- 7.1** All applications for registration of AM/NS India Intellectual Property will be made only in the name of AM/NS India or in the name of such other entities as may be required by AM/NS India.
- 7.2** AM/NS India Personnel shall not be entitled to make any application(s) and/ or filing(s) for statutory protection either in India or any part of the world, either directly or indirectly, in their names or through others, of any AM/NS India Intellectual Property.

8. LICENSING, TECHNOLOGY TRANSFER, COLLABORATIONS & COMMERCIALIZATION

- 8.1** All licensing, technology transfers, collaborations, commercialization, in-licensing, out-licensing, exploitation of AM/NS India Intellectual Property shall be undertaken and all decision making relating to any such arrangements, contracts and agreements shall be done by AM/ NS India.

As an exception, if already approved standard templates / formats of contracts involving any Intellectual Property as identified by the legal department are to be entered into by any AM/NS India Personnel on behalf of AM/NS India in the normal course of business,

without any changes in the legal provisions of such templates, the same may be executed without following the process under this clause 8.1.

8.2 AM/NS India Personnel shall maintain and share with AM/ NS India, proper, timely and accurate record of all Intellectual Property in-licensed or acquired from any third party and arrangements entered into for collaborations with third parties including but not limited to its scope, particulars, terms and conditions of use, collaboration or acquisition, contracts relating thereto and submit the same periodically and/ or as may be required by and to the Legal Department of AM/NS India.

8.3 AM/NS India Personnel will not engage in discussions with or explore any opportunities or attempt to exploit or commercialize or license or transfer to third parties in any manner, any right(s), title(s) and / or interest(s) in and to AM/NS India Intellectual Property without the prior written consent of the Approving Authority.

9. THIRD PARTY RIGHTS

During the course of rendering their services to AM/NS India, AM/NS India Personnel shall at all times respect intellectual property rights of all third parties and shall not use, download, access, share, circulate, publish, make copies and/ or reproduce any materials, books, reports, documents, writings, images, software(s), hardware(s), source code(s), algorithms, videos, audios, processes, methods, logo(s), label(s), artwork(s), trade marks, trading names and / or any other works of third parties protected under Patents, Copyright, Trade Marks, Designs or any other intellectual property laws for any purpose without proper authorization and/ or license in writing from such parties.

For example:

- (i) Downloading of software without proper license or using licensed software for any purpose which is not covered under the license will amount to infringement of copyright and is an offence which could have adverse implications for the management of AM/NS India.

- (ii) Downloading and using any images, music, artworks, videos or documents from the internet or any other platform without proper license will amount to infringement of copyright and is an offence which could have adverse implications for the management of AM/NS India.

Third parties referred to above may include business partners, distributors, vendors, software providers, service providers or owners of pictures, images, music, videos, artworks, documents available on the internet or any other platform.

It is important to note that prior to obtaining any authorization or license from third parties for using such works on behalf of AM/NS India, AM/NS India Personnel shall obtain prior written approval of the Approving Authority.

All questions and/ or clarifications and/ or confirmations regarding third party rights in any works, if any, shall be raised by the AM/NS India Personnel with their Manager in AM/NS India.

Upon becoming aware of any breaches, violations or infringement of Intellectual Property, AM/NS India Personnel shall immediately report the same to the Legal Department of AM/NS India.

In case of breach or violation of any third party rights by AM/NS India Personnel, appropriate and proportionate sanctions may be taken at the discretion of the management of AM/NS India.

10. COLLABORATIVE OR JOINT DEVELOPMENT

Unless the AM/NS India management decides otherwise, any and all Intellectual Property generated, developed, created by AMNSIL jointly in collaboration or joint venture with other entity/entities, including for the purposes of research and development or manufacturing etc. shall be owned in territorial, subject matter, commercialization, statutory protection and all other aspects by AM/NS India along with the partner

entity/entities of such collaboration(s) / joint development, in the manner that may be decided by the parties.

11. CONFLICT OF INTEREST

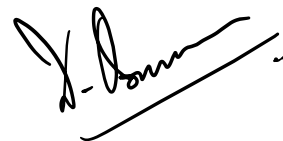
AM/NS India Personnel shall disclose to AM/NS India any conflict of interest that they may have in any commercial transaction or Intellectual Property transaction or any party with which AM/NS India enters into any collaboration, joint research or development, in-licensing, out-licensing, transfer and/ or commercialization etc. The term 'Conflict of Interest' shall have the meaning ascribed to it under the 'Conflict of Interest Policy' of AM/NS India.

12. APPROVING AUTHORITY

The Approving Authority referred to in this IP Policy shall be as under:

- (i) On the operations/procurement side: Director & VP- Operations and the General Counsel/Head of Legal.
- (ii) On sales/marketing side: Director & VP- Sales & Marketing and the General Counsel/Head of Legal.

Approved by



Dilip Oommen
CEO