**LUMINA DATAMATICS LIMITED**
**(the "Company")**

| Title | **Policy on the use of Generative AI Technologies (the "Policy")** |
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| Department | Legal & Secretarial |
| Date of Effect | May 7, 2024 |
| Version | 1.0 |

## 1. PREAMBLE

The purpose of this Policy is to provide clear guidance on the use of generative artificial intelligence tools, that are powered by large language models like generative pre-trained transformers, including without limitation chat bots, image generators and other similar generative artificial intelligence technologies (collectively "Generative AI") specifically within the Company and/or for its customers or third parties. While Generative AI can assist in increasing work efficiency and streamlining processes, it is accompanied with risks around ownership, confidentiality, reliability and intellectual properties. This Policy aims to balance such potential benefits of using Generative AI with the need to maintain the privacy, security, and integrity of our Company's information and systems, and to not compromise the privacy of others.

Company for the purpose of this Policy will include its subsidiaries in India and overseas.

## 2. SCOPE

This Policy applies to all the Company employees, contractors, freelancers, consultants, temporary workers, trainees and any other individuals who have access to and utilize the Company resources/ environment (the "Personnel"). Subject to the provisions contained herein, this Policy covers the use of any third-party or the Company's proprietary Generative AI tools/ products/ services or any other similar applications that produce new content, data or outputs in response to prompts/ inputs that the relevant tool can process.

## 3. PERMITTED USE

The use of Generative AI is permitted only under the following specific circumstances:

A. **Authorization:**

No text or content created by Generative AI should be used verbatim in any work, product or service of the Company without the prior approval detailed herein and without being subject to compliances contained hereunder. Prior written/email approval must be

obtained from the relevant next-in-line manager. This approval should detail the specific tasks and any other necessary information for which Generative AI will be used.

B. **Training:**

The Company will arrange Generative AI training and conduct webinars. The target personnel will be informed to attend such training / webinars.

C. **Security:**

All interactions with Generative AI must be conducted only on secure Company devices provided by the IT department. Every Personnel shall ensure that proper access protection measures must be deployed on any algorithm or application that is developed using the assistance of Generative AI.

D. **Confidentiality:**

i. Generative AI must not be used for the processing of confidential, proprietary, or sensitive Company information, including but not limited to information or material related to the business affairs, design, programs, flow charts or documentation, financial condition, or procedures, financial data, source code, pricing, legal/ contractual data, personnel records, intellectual property, or trade secrets, any technical, commercial, information and technology, including without limitation, manufacture methods, data, designs, plans, drawings, know-how, systems, processes, schematics, blueprints, records, reports, models, prototypes and descriptions related thereto, trade secrets, processes, machinery, technical specifications and data which is considered proprietary or confidential to the Company or any of its affiliates.

ii. No Personnel shall use any proper nouns, whether or not related to the Company, including but not limited to names of companies, clients, employees, or any other identifiable individuals or entities, for the purpose of inputting a prompt in the Generative AI. Furthermore, any personally identifiable information should not be disclosed or shared as input to the Generative AI in any form or manner.

E. **Compliance:**

In addition to the foregoing, all use of Generative AI must only be in the following manner:

i. All usage should be as per applicable laws in force.

ii. All usage should be in accordance with the existing policies of the Company pertaining to adherence to confidentiality, data protection, regulatory compliance, administrative standard operating procedures, software processes (pertaining to IP,

Data Security, Program Access Authentication etc.) and human resource policies (pertaining to equality, social responsibility etc.).User data should be protected from unauthorized access, and any modification or disclosure of such data should be through pseudonymisation, encryption and access controls.

iii. Necessary consents of the concerned data subjects, in terms of both prompts/ inputs, and training of the proprietary Generative AI, should be obtained before Generative AI is utilised for processing of personal data.

iv. Output data generated by Generative AI should be verified by the Personnel before it is utilised. Such verification should cover such output data's accuracy, appropriateness, non-biasness and non-violation of third-party intellectual property or privacy. Generative AI should not be completely relied upon for facts because it is possible that Generative AI can hallucinate facts. Verification of output data shall be done in the manner prescribed hereunder:

    a. If the subject matter for which purpose the output is being generated is deemed less sensitive by the next-in-line manager, the Personnel shall carry out reasonable checks pertaining to the credibility of the source in accordance with clause 3(E)(vi) below.

    b. If the subject matter for which purpose the output is being generated is deemed sensitive by the next-in-line manager, the Personnel shall, with assistance of the Company's resources, carry out critical audit in the manner as determined on a case to case basis. Such audit shall be in addition to the checks and balance required to be conducted by the Personnel under clause 3(E)(vi) below.

v. The output content from Generative AI should not be claimed to be entirely human generated, i.e., such content should not be passed off or represented as the Personnel's own original work. The source of the output content must be clearly and properly attributed or cited to indicate whether the output is fact-based (in which case details of references from where the output has been generated should be disclosed appropriately) and/or whether Generative AI was used to create any content. When output data is utilized, it must be detailed in a foreword, disclaimer or introduction (or someplace similar) the use of Generative AI and the relative roles of human drafting, editing, etc.

vi. Generative AI should not be used, if the Company's client/customer has specifically restricted / prohibited the use of Generative AI in the project deliverables.

vii. It should be ensured that the input content does not violate any intellectual property rights of third parties. There should be no attempt to reverse engineer or reproduce intellectual property rights of third parties.

viii. An agreement should be entered with Generative AI service provider, if Generative AI needs to be utilised for processing of personal data.

ix. Content created by any other person should not be input to Generative AI without their consent.

x. Content sourced from third parties without verified usage rights should not be utilized in Generative AI by any Personnel.

xi. If any code, either in whole or in part, are used from output of Generative AI, the Personnel shall be required to verify and properly attribute the original source(s) of such code. This includes, but is not limited to, tracing the code back to its original source on platforms like GitHub or other code repositories. No code shall be used wholly or partly without compliance to this clause.

xii. Any content that is not suitable for children or that could cause harm or cause hate, harassment, violence, non-consensual impersonation of any natural or legal person, induce self-harm, illegal activity, create spam content etc. (the "Unlawful Content") should not be used to create, upload, or share with Generative AI. Any Unlawful Content generated by the Generative AI should not be used or shared with any person, except if reasonably required to be reported to the next-in-line manager, any governmental or judicial authority, as the case may be.

xiii. Generative AI should not be utilised to in a way that compromises the privacy of others, such as collect sensitive information like health information or financial information from users without their consent, soliciting or collecting any other sensitive identifying information, using biometric identification systems for identification or assessment, or to facilitate unauthorized monitoring of individuals.

## 4. VIOLATIONS

Any Personnel found to be using Generative AI in violation of this Policy may be subject to disciplinary action, up to and including legal action or termination of employment.

## 5. POLICY REVIEW

This Policy will be reviewed periodically to ensure that it remains current and effective in addressing the use of Generative AI and similar technologies within the Company.

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**Approved By:**

**Sd/-**
**Sameer Kanodia**
**Managing Director & CEO**