

SUNRISE GILTS & SECURITIES PRIVATE LIMITED

IT OUTSOURCING POLICY

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1.0 IT OUTSOURCING POLICY

1.1 PURPOSE

To provide guidance with respect to managing outsourcing of Information Technology functions. To ensure that outsourcing affords the best overall solution to an Information Technology problem, satisfying customer requirements while controlling costs and conforming to the Company's strategic goals and objectives.

1.2 SCOPE

This procedure may apply to any Information Technology function or process.

1.3 POLICY STATEMENTS

To provide Information Technology services that satisfy Company requirements while controlling costs, maintaining flexibility, and providing special expertise as needed.

1.4 DEFINITION

Outsourcer – An outsourcing vendor; a business entity providing necessary services to the Company, allowing the Company to lower operating costs and gain flexibility while gaining special expertise on an as-needed basis.

Outsourcing – Seeking services (resources) outside the Company, typically to reduce costs, gain flexibility, and benefit from an outsourcer's expertise with respect to a given function or process.

Service Level Agreement (SLA) – A binding contract, formally specifying or quantifying a customer's expectations regarding solutions and tolerances.



1.4.1 IDENTIFYING A CANDIDATE FUNCTION FOR OUTSOURCING

- The Company may elect to outsource Information Technology functions in response to changing business conditions or requirements, including – but not limited to the following:
 - Need to control costs
 - Improving service to the Company's customer base
 - Temporarily requiring access to skilled experts that do not currently exist within the Company
 - Concentrating Company resources on core services; and/or
 - The function's relationship (relevance) to the Company's Strategic Plan.

1.4.2 RISK ASSESSMENT

- Before any contract is signed, a formal risk assessment of the contract shall be carried out and the results shall be presented to senior management for documentation of Acceptable Risk. The assessment shall consider the following:
 - Types of access needed
 - Value of the information/ system
 - Controls used by the third party
 - Implications of access on SUNRISE GILTS & SECURITIES PRIVATE LIMITED information security
- The access approval notification shall include details on the following types of access:
 - Desktop/Laptop connectivity to SUNRISE GILTS & SECURITIES PRIVATE LIMITED network
 - Email Accounts on the SUNRISE GILTS & SECURITIES PRIVATE LIMITED mail system
 - Internet Access
 - Application/ Database access
 - VPN Connectivity to the SUNRISE GILTS & SECURITIES PRIVATE LIMITED Network
 - Access to documents
 - Access to server rooms



- Logical Access - Administrator login on servers and desktops

1.4.3 SELECTING AN OUTSOURCER

- All Third-party personnel/ organizations having access to SUNRISE GILTS & SECURITIES PRIVATE LIMITED' classified information and information processing facilities shall adhere to SUNRISE GILTS & SECURITIES PRIVATE LIMITED IT Security, IT Service Management, Business Continuity Policies.
- Any physical and logical access given to third party personnel shall be pre-approved, logged and monitored. The logs must be periodically reviewed by Technology Officer.
- The Identity cards given to the personnel shall be marked as Non-Transferable and Returnable on termination of contract.
- All third-party personnel who shall have access to SUNRISE GILTS & SECURITIES PRIVATE LIMITED' information and information processing facilities shall sign a Non-Disclosure Agreement with SUNRISE GILTS & SECURITIES PRIVATE LIMITED.
- Ensure controls are in place to determine loss or theft of data and to check the integrity of the data.

1.4.4 ACCESS PROVISIONING

- Access shall be provisioned by the respective owners. Authorization process followed for internal user creation shall be followed for third party users also.
 - Unique user ID shall be created if there are multiple people requiring access from the same external party.
 - Access shall be provided on the principle of "need to know" and the "need to have" basis.
 - Wherever technically feasible, create user accounts with specific end dates, so that it is automatically disabled after the pre-defined time interval.
 - For outsourced vendors, who may need to access SUNRISE GILTS & SECURITIES PRIVATE LIMITED's systems for remote troubleshooting, access shall be provided using unique user-ID's and passwords.



- Respective Section Heads are responsible for disabling the access after the requested time.
- If the access requirements end before the date mentioned in the request form or if there is a need for extension, approval from the respective Business Head and Technology Officer needs to be taken as per user access provisioning process.
- If the third-party personnel are working at the critical areas, they shall always be accompanied by SUNRISE GILTS & SECURITIES PRIVATE LIMITED Official.
- If the third-party personnel are physically present in SUNRISE GILTS & SECURITIES PRIVATE LIMITED premises, then all the procedure listed in the Physical and Environmental Policy applicable to third party shall be followed.
- Copy of acceptable usage policy shall be made available to third party personnel.

1.4.5 CONNECTING TO INTERNAL NETWORK

- If access is required to the internal network, the third-party user machine shall meet SUNRISE GILTS & SECURITIES PRIVATE LIMITED's IT Security Policy.
- Third Party Access to the internal networks can be provided through either SUNRISE GILTS & SECURITIES PRIVATE LIMITED desktop or laptop or the third party's laptop.
 - If it is a desktop or laptop provided by SUNRISE GILTS & SECURITIES PRIVATE LIMITED, it shall be configured as per the Hardening guidelines.
 - It shall be ensured that only the software needed for the job is installed.
- Before connecting the third-party personnel's laptop to SUNRISE GILTS & SECURITIES PRIVATE LIMITED network, it shall be scanned for viruses and worms.

1.4.6 NON-DISCLOSURE AGREEMENT

- Third party vendors shall sign non-disclosure agreements with SUNRISE GILTS & SECURITIES PRIVATE LIMITED.
- The SUNRISE GILTS & SECURITIES PRIVATE LIMITED shall make third party sign non-disclosure agreements to prohibit the third party and its agents from using or disclosing SUNRISE GILTS & SECURITIES PRIVATE LIMITED information in any manner.



1.4.7 CONTRACTUAL REQUIREMENT

- Supplier agreements shall be established and documented to ensure that there is no misunderstanding between SUNRISE GILTS & SECURITIES PRIVATE LIMITED IT Department and the supplier regarding both parties' obligations to fulfil relevant Information Security, IT Service Management, Business Continuity, and IT Service Quality requirements.
- Contracts between SUNRISE GILTS & SECURITIES PRIVATE LIMITED IT Department and the vendor shall consider business requirements and key risk factors identified during the risk assessment.
- Contracts shall be clearly written and sufficiently detailed to provide assurances for performance, reliability, security, protection of Intellectual Property Rights and reporting.
- Scope of Service
 - The contract shall clearly describe the rights and responsibilities of parties to the contract including time frames and activities for implementation
 - Implementation provisions shall take into consideration other existing systems or interrelated systems to be developed by different vendors
 - The contracting parties' rights in modifying existing services performed under the contract
- Duration
 - SUNRISE GILTS & SECURITIES PRIVATE LIMITED IT Department shall consider the type of technology and current state of the industry when negotiating the appropriate length of the contract and its renewal periods.
 - The contract shall address the vendor's responsibility for backup and record protection, including equipment, program, and data files.
 - SUNRISE GILTS & SECURITIES PRIVATE LIMITED shall consider the appropriate length of time required to notify the vendor of SUNRISE GILTS & SECURITIES PRIVATE LIMITED intent not to renew the contract prior to expiration
 - The contract shall include provisions for addressing control over operations such as
 - Internal controls to be maintained by the vendor.
 - Compliance with applicable regulatory requirement.



- Compliance with IPR (Intellectual Proprietary Rights) of software / modules used.
- Records to be maintained by the vendor.
- Insurance coverage to be maintained by the vendor.
- Audit
 - The contract may also specify rights to obtain documentation regarding the resolution of audit disclosed deficiencies and inspect the processing facilities and operating practices of the vendor.
 - SUNRISE GILTS & SECURITIES PRIVATE LIMITEDIT Department shall consider the degree to which internal audits completed by vendor audit staff can be used and the need for external audits and reviews.
 - Contract terms shall be added requiring periodic security audits to be performed by an in-house SUNRISE GILTS & SECURITIES PRIVATE LIMITED team or by an independent party with enough expertise.
 - Contract terms shall be added requiring random or scheduled audits by RBI whenever required.
 - SUNRISE GILTS & SECURITIES PRIVATE LIMITEDIT Department shall receive sufficiently detailed reports on the findings of these on-going audits to adequately assess security without compromising the vendor's confidentiality.
- Cost
 - The contract shall fully describe fees and calculations for base services, including any development, conversion, and recurring services, as well as any charges based upon volume of activity and for special requests.
 - Cost and responsibility for purchase and maintenance of hardware and software may also need to be addressed.
 - Any cost to be incurred on termination or transitioning of service shall be identified.
 - If the cost cannot be quantified, a basis for arriving at the cost can be identified and agreed to in the contract.
- Ownership and License
 - The contract shall address ownership and allowable use by the vendor of SUNRISE GILTS & SECURITIES PRIVATE LIMITED data, equipment/hardware, system



documentation, system and application software, and other Intellectual Property Rights.

- Intellectual Property Rights may include SUNRISE GILTS & SECURITIES PRIVATE LIMITED name and logo; its trademark or copyrighted material; domain names; web sites design; and other work products developed by the vendor for SUNRISE GILTS & SECURITIES PRIVATE LIMITED.
- Performance
 - SUNRISE GILTS & SECURITIES PRIVATE LIMITEDIT Department shall include performance standards defining minimum service level agreements (SLA) and remedies for failure to meet standards in the contract.
 - SUNRISE GILTS & SECURITIES PRIVATE LIMITEDIT Department shall consider including in the contract a provision for a dispute resolution process that attempts to resolve problems in an expeditious manner.
- Limitation of Liability
 - Contract shall identify situations in which SUNRISE GILTS & SECURITIES PRIVATE LIMITED may be liable for claims arising because of non-performance of vendor or resulting out of security breaches and specify indemnification of SUNRISE GILTS & SECURITIES PRIVATE LIMITED by the vendor.
- Termination
 - The contract shall state termination and notification requirements with time frames to allow the orderly conversion to another vendor.
 - The contract must provide for return of SUNRISE GILTS & SECURITIES PRIVATE LIMITED data, as well as other resources, in a timely manner and in proper format.

