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LOCAL PRIVACY POLICY

1. ENDRESS+HAUSER PRIVACY POLICY

This Privacy Policy governs the manner in which www.in.endress.com **("Website")** collects, uses, maintains and discloses information collected from users (each, a "**User**") of the Website. This privacy policy applies to the Website and all products and/ or services offered by Endress+Hauser (India) Private Limited ("**Endress + Hauser**" or "**We**"). We suggest that on your journey around Endress+Hauser websites, please check the privacy policy of each website which you visit and do not assume that this privacy policy applies to all Endress+Hauser website(s).

The protection of sensitive personal data or information is an important concern. Therefore, we conduct our business in compliance with the applicable laws to protect sensitive personal data or information and data security. Hereinafter, learn what information we possibly collect, how we handle it and to whom we possibly provide. Please be informed that your personal data is controlled ultimately by Endress+Hauser group companies headquartered in Switzerland.

2. SCOPE AND APPLICABILITY OF THIS PRIVACY POLICY

This Privacy Policy (the "**Policy**") is effective from _____ and as may be amended from time to time and applies to Endress + Hauser, its group companies, their respective employees, staff and team members who collect, possess, use, process, record, store, transfer, disclose, deal, handle and/ or receive, the Sensitive Personal Data or Information (as defined hereinbelow) by and on behalf of Endress + Hauser which has been given to Endress + Hauser, including but not limited to any consultants, contractors, advisors, accountants, agents, partners, suppliers, representatives of Endress + Hauser and/or service providers etc ("**Third Party**") who provide services to or on Endress + Hauser's behalf in connection with its business while rendering services to them and third parties in India or overseas.

This Policy summarizes what type of Sensitive Personal Data or Information (as defined hereinafter) we collect about you, purpose of collection, storage and usage of such data or information, to whom such data or information may be disclosed/transferred and how we protect your privacy.

3. TYPES OF SENSITIVE PERSONAL DATA OR INFORMATION WE COLLECT

The term "**Sensitive Personal Data or Information**" in this Policy refers to personal information, which does and/or is capable of identifying you as an individual. Through our Website(s), we collect the following types of Sensitive Personal Data or Information relating to you:

- Name, Address, Telephone/ Mobile Number, Email Address;

- About the Pages You Visit/Access, the Links You Click on Our Website, the Number of Times You Access the Page, Notification, Opinions of Features on Our Website.
- Information Required to Comply With Laws, Statutory Obligations, The Requests and Directions of Law Enforcement Authorities or Court Orders;
- Acknowledgements Regarding Endress + Hauser Policies, including Ethics and/ or Conflicts of Interest Policies and Computer and other Corporate Resource Usage Policies; and
- Any detail or information relating to the above Clauses as provided to Endress + Hauser for collecting, receiving, possessing, using, processing, recording, storing, transferring, dealing, handling and disclosing under lawful contract or otherwise.

  unless you have provided voluntarily such Sensitive Personal Data or Information (e.g., by registration, survey) and/ or have consented and/ or the applicable regulations allow on the collection of your Sensitive Personal Data or Information.

Most of the Sensitive Personal Data or Information we collect is the data or information that is willfully and knowingly provided to us by you. However, in some instances, we collect Sensitive Personal Data or Information about you, based on our inferences about you, from other information provided to us by you and/ or on our interactions with you and/ or on such personal information about you that we receive from a third party with your knowledge.

Your Sensitive Personal Data or Information shall not be disclosed to any third person unless the said third person is required to have your Sensitive Personal Data or Information to provide required services to you and/or with your permission and/or to help investigate, prevent or take action regarding unlawful and illegal activities, suspected fraud, potential threat to the safety or security of any person, violations of www.in.endress.com terms of use or to defend against legal claims and special circumstances such as compliance with the rules of any subpoenas, court orders, requests/order from legal authorities and/ or law enforcement agencies requiring such disclosure.

4. YOUR CONSENT

If you use our Website, it means you have done so freely and voluntarily and agree and consent to this Policy. You always have the right to withdraw your consent for the Sensitive Personal Data or Information sought to be collected or withdraw your consent, if any, given earlier to us. You may, by a written request, at the email address provided on our Website, withdraw the consent. We will always respect such a withdrawal. However, we reserve the right to retain such Sensitive Personal Data or Information as may be necessary for providing our pending services to you and in accordance with this Policy.

We will, while collecting Sensitive Personal Data or Information directly from you, take such reasonable steps to ensure that you are aware of the -

- Fact that the Sensitive Personal Data or Information is being collected;

- Purpose for which the Sensitive Personal Data or Information is being collected;
- Intended recipients of the Sensitive Personal Data or Information; and
- Name and address of the agency that is collecting the Sensitive Personal Data or Information and retaining the same.

We respect your privacy rights, therefore, while collecting, receiving, possessing, using, processing, recording, storing, transferring, dealing, handling and disclosing Sensitive Personal Data or Information, we will ensure that such Sensitive Personal Data or Information will be:

- Handled in compliance with the local laws/regulations in the territory where those activities occur including IT Act;
- Collected for specified, legal and legitimate purposes and shall be used for the purpose for which it has been collected;
- Relevant/necessary to/for the purposes for which it is collected and used;
- Current and accurate as provided by you with reasonable steps taken to rectify or delete inaccurate Sensitive Personal Data or Information;
- Kept only as long as necessary for the purposes for which it was collected and processed; and
- Prevented from unauthorized access or use, unlawful processing and unauthorized or accidental loss, destruction, or damage.

5. INTENDED PURPOSES FOR COLLECTION, STORAGE AND/OR USE OF SENSITIVE PERSONAL DATA OR INFORMATION

When you do provide us with Sensitive Personal Data or Information, we, including but not limited to Third Parties, usually store, process and/ or use such data or information :

- To better deal with your wishes to improve our products and services; or
- To manage Client contacts profiles including but not limited to administering and developing our business relationship with you, contact you about informing Endress + Hauser's products and/ or services that you request from us and/ or offers that we feel may be useful for your business, or to conduct online surveys to enquire about your opinion, requirements and demands of current products and/ or services and/ or of potential new products and/ or services that may be offered by us to be able to serve you better; or
- For our business processes, operations and management including but not limited to performance of the business, operation of the services, entering into and/ or performing any contract, maintaining quality of the services, providing support to the products and/ or services you have obtained from us, managing company assets; or
- To monitor or record certain calls, chats and other interactions relating to the online transactions which may involve you calling us or we calling you and online chats for staff training or quality assurance purposes and/ or to retain evidence of a particular transaction or interaction; or
- While conducting daily business/operations that such Sensitive Personal Data or Information may be provided to affiliates, subsidiary companies and/ or associate companies, employees/staff of Endress + Hauser and Third Party for the purpose of processing such Sensitive Personal Data or Information for and/ or on our behalf

including but not limited to helping us to perform statistical analysis, send you email or postal mail, provide customer support/support services, arrange for deliveries of programs, products, information, and services etc; or

- Direct marketing and/ or promotional purposes; or
- Operating Website, improving the content of our Website to offer you better products and/or services and to ensure that content from our Website is presented in the most effective manner for you; or
- In connection with the business of Endress + Hauser.

We do not sell your personal Data to third parties nor otherwise market, except to Endress + Hauser affiliates. Our employees, agencies and retailers are obliged by us to respect confidentiality.

6. DISCLOSURES OR TRANSFER OF SENSITIVE PERSONAL DATA OR INFORMATION

Endress + Hauser uses Sensitive Personal Data or Information provided by you online only after information communicated to you, unless the collection, processing or use of Sensitive Personal Data or Information has been agreed hereunder or:

- Is carried out for another purpose which is directly related is to the original purpose, to which the Sensitive Personal Data or Information was collected;
- To prepare, negotiate and perform a Contract with you as required;
- Due to legal obligations and/ or official and/ or an order of any court of law and/or government agencies/entity as may be required under law and/or statutory authority, Reserve Bank of India and Credit Information Bureau India Ltd **("CIBIL")** or in response to a legal process, for the purpose of verification of identity, or for prevention, detection, investigation including cyber incidents, prosecution, and punishment of offences;
- To establish or preserve a legal claim or is required to defend against lawsuits;
- The prevention of fraud or other illegal Activities, such. As willful attacks on the Endress + Hauser systems to ensure data security.
- Is carried out for ensuring the safety and protection of the rights or property of Endress + Hauser or its business;
- Is carried out for complying with applicable legal requirements including but not limited to governmental reporting, etc and/ or fulfilling statutory/legal obligations as a marketer and/ or service provider under applicable laws, adhering to judicial or administrative orders, compliance with laws;

We have centralized certain aspects of our data processing and administration in order to allow us to better manage our business. Such centralization may result in the transfer of your Sensitive Personal Data or Information: (i) from one country to another; and/ or (ii) to our employees/staff of the affiliates/ subsidiary companies /associate companies of Endress + Hauser in other locations etc. However, whenever your Sensitive Personal Data or Information is transferred within Endress + Hauser, it will be processed in accordance with the terms and conditions of this Policy.

Endress + Hauser will transfer the Sensitive Personal Data or Information to any other Third Party in India or overseas that ensures the same level of data protection that is adhered to by Endress + Hauser as setout herein for fulfilling any contractual obligation.

7. COMMUNICATIONS OR USE OF SENSITIVE PERSONAL DATA OR INFORMATION

If you use any telecommunications services to access our Website, our Website accesses communications data (eg. Internet protocol address) or utilization data (eg. Information on the beginning and duration as well as the of used telecommunications services you accessed) are technically Funds generated automatically. This can conceivably allow to personal data. Unless imperative, collection, processing and use of your communication or utilization of data is subject to the legal data protection regulations.

8. AUTOMATICALLY COLLECTED NON-PERSONAL DATA

If you access our websites, occasionally automatically (i.e. not via registration) some information is collected that are not assigned to a specific person. (For example used internet browser and operating system; domain Name of the website from which you came; Number of visits; average time pages viewed). We and our worldwide subsidiaries use this information to determine the attractiveness of our websites and improve their performance or content.

9. "COOKIES" - INFORMATION REQUIRED TO AUTOMATICALLY YOUR COMPUTER IS STORED

When you visit one of our websites, it may be that we may automatically receive and/ or collect information, in addition to Sensitive Personal Data or Information, in the form of a "cookie" (also known as an HTTP cookie, web cookie or browser cookie) or other technology on your computer that automatically recognize when you next visit.

Cookies are small files containing a string of characters to identify your browser that are temporarily stored on your hard drive when you visit a website. Cookies allow us, for example, to remember important data or information that will make your visit to the Website more useful and adapt a website to your interests or store your Password, so you do not enter it each time you have to access our Website. Cookies also help us identify particularly popular areas of our Internet offering. So we can see the contents of our Internet pages to your specific needs and thus improve our offer for you.

Our Website may use cookies and other technology to store pertinent user information during a session to speed navigation and keep track of items and to collect anonymous traffic data that we may use to enhance our Website and for marketing and promotional purposes.

Cookies can be used to determine whether your computer is already identified by our Website. These cookies allow your computer to be identified, but not the reference to a person.

Of course, you may visit our website without cookies. If you do not want us to recognize your computer, you can reset your Internet browser so that it deletes cookies from your computer's hard drive or all cookies are blocked or receive a warning before a cookie is stored. Please note that by turning cookies off, you may not have access to some features available on our Website.

We have also contracted with Third Party's to track and analyze anonymous usage and volume statistical information from our visitors and members for research purposes. Such information is shared externally only on an anonymous, aggregated basis. Such Third Parties use persistent cookies to help us to improve the visitor experience, to manage our Website content, and to track visitor behavior. All data or information collected by such Third Party on our behalf is used solely by or on behalf of Endress + Hauser and is shared externally only on an anonymous, aggregated basis.

10. SECURITY

Endress + Hauser uses technical and organizational security measures to your personal data against accidental or unlawful destruction, alteration or loss and against unauthorized disclosure or to protect unauthorized access.

We will make best efforts to do so but do not warrant that Website and/ or any affiliate's website(s) or network system linked to our Website is free of any operational errors nor do we warrant that our Website will be free of any virus, computer contaminant, worm, or other harmful components.

You acknowledge that the services and/ or any software are provided on an **"as is"** and **"as available"** basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose. Although Endress + Hauser has taken adequate safeguard and in case of any breach, Endress + Hauser shall take action to remedy such breach. In addition to taking all the reasonable precautions as required under law, Endress + Hauser expressly disclaims any and all warranties, express or implied, including, without limitation:

- The services and/ or software will be free of all viruses and hacking;
- The software will work on all available devices and/ or will be compatible with all available networks and/or will be available in all geographical areas; or
- Any service will be uninterrupted, timely, secure or error-free for any reasons whatsoever including but not limited to overload / breakdown of receiving network, servers or applications; system failures out of the Endress + Hauser's control or due to heavy traffic on network.

11. LINKS TO OTHER WEBSITES

The Endress + Hauser Website(s) may include links to websites of other providers which are not owned or operated by Endress + Hauser and to which this privacy statement does not extend. Endress + Hauser is not responsible and makes no guaranty for the privacy

practices or the content of other Web sites, however it expects that they have the same guidelines regarding privacy.

Please be informed that these links are provided only as a convenience to you. Neither, Endress + Hauser nor any of its parent company, affiliates, subsidiary companies and/ or its associate companies are responsible for the availability of such third party websites or their contents. Endress + Hauser will not be liable for your Sensitive Personal Data or Information transmitted over networks accessed by you of the websites or otherwise connected with your use of the services. You understand, acknowledge and agree that neither Endress + Hauser nor any of its parent company, affiliates, subsidiary companies and/ or its associate companies are responsible or liable, directly or indirectly, for any damage or loss of any sort caused in connection with your use of or reliance on any content of any such site or services available through any such site.

12. FREEDOM OF INFORMATION

At your request in writing, Endress + Hauser may, as soon as possible and in accordance with applicable law allow you to review, whether and what personal data is stored by us.

You expressly state that Sensitive Personal Data or Information provided by you to us is correct and complete in all respects and does not contain any false, distorted, manipulated, fraudulent or misleading facts. We expressly disclaim any liability arising out of the said data or information provided by you to us. Further, you expressly agree that we are not responsible for the accuracy and authenticity of such data or information provided by you to us and you agree to indemnify Endress + Hauser for all losses incurred by Endress + Hauser due to any false, distorted, manipulated, defamatory, libelous, vulgar, obscene, fraudulent or misleading facts made by you to Endress + Hauser.

13. QUESTIONS AND COMMENTS

If you have personal questions or in case of any suggestions, discrepancies or complaints or grievances regarding the processing of your Sensitive Personal Data or Information, you can please contact at marcomm@in.endress.com, (the "**Grievance Officer**") our Group Representative for data protection to correct, amend or deletion of personal data.

14. ENFORCEMENT RIGHTS

All Third Parties will only process and/ or use the Sensitive Personal Data or Information in accordance with Endress + Hauser's instructions and guarantee the same levels of data protection that is adhered to by Endress + Hauser when handling/processing such data or information and/ or make decisions regarding such data or information as part of the delivery of their services. In either instance, Endress + Hauser will select reliable Third Parties who undertake, by contract or other legally binding and permissible means, to put

in place appropriate technical and organizational security measures to ensure an adequate level of protection of such Sensitive Personal Data or Information.

Such selected Third Parties will have access to such Sensitive Personal Data or Information solely for the purposes of performing the services specified in the applicable service contract and are legally and contractually bound to maintain the privacy of such Sensitive Personal Data or Information shared with them and will not disclose it further. If Endress + Hauser concludes that a Third Party is not complying with these obligations, it shall promptly take appropriate actions to remedy such non-compliance or implement necessary sanctions.

Additionally, our team members/employees/staff are bound by internal confidentiality policies. Any team member/employee/staff found to have violated this Policy or any other policies will be subject to disciplinary action, up to and including termination of employment including penalties under applicable laws.

All Third Parties' and team members/employees/staff do further unequivocally declare that in case he/she/it violates any provisions of the IT Act, he/she/it shall alone be responsible for all his/her/its acts, deeds and things and that he/she/it alone shall be liable for civil and criminal liability there under or under any other law for the time being in force.

15. MODIFICATIONS TO THE POLICY

In the course of development of the Internet, Endress + Hauser reserves the right to update, change or modify this Policy, from time to time, without prior notification which will supersede the then applicable Endress + Hauser privacy guidelines or practices relating to the storage, processing and/ or use etc. of Sensitive Personal Data or Information. Updates, Changes or Modification in the Policy will be posted on this page in due time. The Policy shall come into effect from the date of such update, change or modification. Therefore, you should regularly check this page to keep yourself informed and updated on the current state of the Policy.

All parties to any such agreements will be notified of the effective date of implementation of the Policy. If any of the terms or definitions used in this Policy are ambiguous, the definitions established under the IT Act shall apply.