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1. INTRODUCTION

1. Objective

The objective of the Human Resource Manual is to describe the employment policies, procedures, operating practices and benefits applicable to employees.

The manual has been prepared with the intention of communicating the policies, procedures, operating practices and benefits governing the employee's employment terms and conditions during the course of employment with the Company.

The manual also aims to provide uniform governance of the above with respect to employees and facilitate the team managers to function effectively.

2. Applicability

The policies, procedures, operating practices and benefits provided are applicable to all employees of Maswer Automotive India Pvt. Ltd. (hereinafter referred as "Company") across all the locations in India. The provisions of terms and conditions enumerated in the policy document will be applicable to all the employees superseding the provisions of the earlier service terms and conditions.

3. Interpretation of Policy

Words used in any gender include other genders. The interpretation of the policy guidelines rests exclusively with the Company. For any queries on interpretation of the policies contact Human Resources Manager. The General Managers are the sole and final deciding authority for resolving any conflicts that may arise from the interpretation of this document.

Notes: The contents of this manual including but not limited to the policies, procedures, operating practices and benefits stated therein may be changed by the Company, at its sole discretion, from time to time. The Company may change / suspend any policy for a temporary period under exceptional circumstances and the same will be communicated to all employees through Company announcements.

2. Terms & Conditions of Employment

1. Work Related

You will devote full time to the work of Company, and shall not undertake any direct / indirect business / work / assignment etc. even on part-time basis whether for any consideration or not, save with the prior written permission from the Company.

You will use your best efforts in the performance of employment duties assigned to you from time to time and to, at all times, act in good faith and in the best interests of Company, you will comply with all rules, regulations and procedures established by Company.

You will retire from the Company's services on reaching the age of 60 yrs or earlier if found medically unfit. The age or date of birth already given by you in your application form would be treated as binding and final. The actual date of retirement shall be the last date of the calendar month in which you were born.

2. Intellectual Property Rights

You will agree to inform the company of full details of all your inventions, discoveries, concepts and ideas (collectively called. "Developments."), whether patentable or not, including but not limited to, hardware and apparatus, products, processes and methods, formulae, computer programs and techniques, as well as any improvements and related knowledge, which you conceive, improve, complete, or put in to practice (whether alone or jointly with others) while you continue in the employment of Company, and which relate to the present or prospective business, work or investigations of Company; or which result from any work you do using any equipment, facilities, materials or personnel of Company; or which has or have been developed by you or under your supervision, or which result from or are suggested by any work, which you do or may do for Company.

The ownership of all, "developmental" work and documentation created by you shall from the moment of its creation, vest in Company. Thus, you agree to assign and do hereby assign to Company, Company's nominee, your entire right, title and interest in –

- I. All Developments;
- II. All trademarks, copyrights and mask work rights in the developments; and
- III. All patent applications filed, patents granted on any development,

Including those which you conceive or make (whether alone or with others) while employed by Company or within two (2) years of the end of your employment (if conceived as a result of your Employment)

You will assign to Company your entire right, title and interest in any invention or improvement that you might make solely or jointly with others, during the course of your employment with Company relating to any and all products / services marketed or manufactured or developed and that you will perform any acts and execute such documents without expenses to you which, in the judgments of Company or its attorneys may be needful or desirable to secure to the Company patent protection and any / all rights relating to such invention or improvement.

3. Non-Solicitation / Non-Compete / Non-Diversion

During the term of this Employment Agreement and for a period of one (1) year subsequent to the termination of this Agreement, you will not, without the prior written consent of Company, directly, indirectly, or through any other party solicit business from or perform services for any direct or indirect Company customer or any prospective Company customer whom you had any contact with or exposure to, at any time during the term of this Employment Agreement.

During the term of this Employment Agreement and for a period of one (1) year subsequent to the termination of this Agreement, you will not, without the prior written consent of Company, seek engagement or employment, either full-time or contractually with any Company that is likely to deploy you on project / assignment in Offshore or Onsite client engagement where Company is already working for the same client and where you have been engaged in a project with the client Company for a period exceeding one month. This clause does not apply if a period of one year has already exceeded from the last date of working with the specific client.

During the term of this Employment Agreement and for a period of one (1) year subsequent to the termination of this Agreement, you will not, without the prior written consent of Company directly, indirectly, or through any other party solicit, offer to, or accept the employment of, persons who are then, or were during the previous six (6) months, employees of Company or any Company subsidiary / associate / affiliate.

4. Confidentiality

In connection with your providing certain products and/or services to Company and/or on behalf of Company, you will have access to information concerning Company and Company's clients. As a condition to your being given access to such information, you agree to treat any information concerning Company and/or Company's clients which is furnished to you by or on behalf of Company and/or Company's clients (herein collectively referred to as the "Confidential Information") in accordance with the provisions of this letter and to take or abstain from taking certain other actions herein set forth. The term "Confidential Information" does not include information which is already in your possession, or becomes generally available to the public other than as a result of a disclosure by you or becomes available to you on a non-confidential basis from a source other than Company and/or Company's clients. The confidential Information shall be solely used for the purpose of and on behalf of Company and you further agree that disclosure of the same shall be with prior permission of Company.

You agree to promptly redeliver to Company, upon request, all Confidential Information including all Intellectual property rights, whether registered or unregistered on any tangible media and that you will not retain any copies, extracts or other reproductions in whole or in part of such material. You further agree that breach of this confidentiality letter agreement could cause irreparable harm to Company and that Company shall be entitled to any and all injunctive relief, as well as monetary damages, including reasonable attorney fees, for such breach.

5. Arbitration

In case of dispute between employer and employee, such dispute shall refer to sole arbitrator appointed by the management. The award passed by the sole arbitrator shall be binding upon the parties. The arbitration proceedings shall govern as per the Indian Arbitration Act 1996 and amendment thereto.

6. Governing Law

The validity, construction, interpretation and performance of this Contract will be governed by Indian Laws and adjudicated upon by a competent Court in Pune.

7. Remedies

Notwithstanding paragraph (Arbitration clause), you agree that your failure or neglect to perform, keep, or observe any term, provision, condition, covenant, warranty, or representation contained in this Contract, the confidentiality Contract or any other agreement between you and company will cause company immediate and irreparable harm and that company is, in addition to all other remedies available to it, entitled to immediate injunctive and equitable relief from a court having jurisdiction to prevent any breach and to secure the enforcement of its rights hereunder.

remedies for damages procuring prior to company's knowledge of breach or until action in breach ends and related in any way to the effects of the breach shall include but not be limited to monetary damage, liquidated damage, attorney's fees and other cause related to the action.

8. Others

- I) This appointment is being made in good faith on the basis of your CV and other information provided by you during the course of company and your mutual discussions. Any data, which is not in consonance with the information provided by you, shall result in termination of employment forthwith and you shall indemnify company in full, for any losses suffered by company. Company reserves the right to make suitable formal / informal checks with your educational institutions and previous employers as may be applicable. You are requested to produce all the documents as mentioned in the checklist attached on your date of joining.
- II) you shall not accept any presents, commissions, or any kind of gratification in cash or kind from any person, party, firm or company having dealings with company and if you are offered you will report the same immediately to company.
- III) On matters not specifically covered in this employment contract, you shall be governed by company's service rules, practices, etc. which are liable for modifications, additions, total or partial withdrawal, suspension / revocation, etc. from time to time. Company's decision on all such matters shall be final and binding on you.

9. Severability

If any clause in this agreement is held invalid, illegal or unenforceable for any reason, that provision shall be severed and the remainder of the provisions of this agreement will continue in full force and effect as if this agreement had been executed without such invalid provision.

3. General Service Conditions

1. Reference Check

Company conducts the following reference checks of the employees joining the Company.

- I) Pre- Employment Reference Check:
- II) Employees joining the Company shall provide two references of which, one should be from the former employer.
- III) Company Conducts a formal reference check and solicits information on the employee's Integrity, Work Performance, Conduct, Work Behavior and the past employment details like salary, designation and duration of employment etc. This Pre-Employment Reference Check is carried out for all the employees joining the Company.

2. Background Verification Check

Background verification check is carried out for the employees who do not possess a passport at the time of joining Company. Company conducts a formal background verification check with the references given by the employee. The details sought are incidence of Criminal activities, residence, Integrity, Conduct & behavior and other details like the capacity in which he/she knows the employee, for how long he knows the employee etc. If there are any relatives / acquaintances of the employee working in Company , an opinion and feedback on the employee is sought for.

4. JOINING process

1. Objective

The joining process aims to assist the new joined employee in completion and submission of all the necessary forms & documents enabling him to smoothly join the mainstream activities of the Company and work effectively.

2. Applicability

Besides permanent employees, this process is also applicable to all contract employees and trainees

3. Joining Formalities

The employee on joining Company should submit the following documents to the HR department.

- I) Joining form
- II) 3 copies of latest passport size photograph.
- III) Photocopies of all the educational certificates and mark sheets.(To be verified with Original certificates and mark sheets)
- IV) Photocopies of proof of date of birth i.e. birth certificate or school- leaving certificate (To be verified with Original certificates).
- V) Photo copy of Aadhaar card is required to be submitted mandatorily.
- VI) Relieving letter and Service certificate from the last employer (if applicable)

- VII) Last salary slip from last employer (if applicable)
- VIII) Duly filled declaration form to cover the family members for ESIC
- IX) Duly filled Income Tax declaration form (Form No. 60)
- X) Permanent Account Number (PAN no.), for Income Tax purposes (if applicable)
- XI) Certificate of income from the last employer-Form 12B (if applicable)
- XII) HR Department shall provide the employee with the Employee Number on the day of joining. This Number has to be quoted for all future references and correspondence within the company.

4. Appointment Letter

HR Department issues appointment letter to the employee within 5 working days of joining.

5. Updation of Employee Personal Details.

HR ensures updation of the employee record with personal and other details given below in HR system within 5 working days from the date of joining.

Employee Personal Data –

- Address, Education
- Previous Employment details
- Nomination
- Salary Details
- Passport and PAN Card details Company Details
- Base Location
- Reporting Manager
- Bank account details

HR creates and maintains personal file for the new joiner which contains the documents submitted by the employee, except for Joining & recruitment feedback forms

6. Company Identity Card

All employees are provided with Company Identity Card in the first week of joining. This card has to be displayed by the employee at all times during the office hours. Employees have to give an undertaking that they will not misuse this card and would surrender the card to the appropriate authorities on cessation of employment. Violation to this amount to Misconduct and the company is liable to take suitable action. The loss / damage to the Company Identity card should be intimated to the HR department immediately.

5. RECRUITMENT AND SELECTION

1. Objective

To ensure selection of right candidate with the requisite competency for a particular project within the time frame.

2. Applicability

Besides permanent employees, this process is also applicable to all contract and trainees of Company across all Centers in India.

3. Recruitment & Selection Procedure

I) Sourcing of resumes:

HR Manager sources for candidates (as per the job description and specifications received) through referral scheme, internal database, job portals, advertisements and walk-in interviews as required. Recruitment Executive then validates the resumes.

II) Selection Procedure:

HR shortlists candidates and schedules the Written Test and/ or interview. Based on the feedback of the final round of Interview, HR then forwards the interview evaluation documents to the concerned indenting manager for approval. Upon receiving approval, HR forwards the fitment details to Manager for internal validation and for obtaining the recommended salary package.

Issue of Employment (Offer) Letter

Upon receiving the salary package, HR Manager notifies the same to the indenting manager. The offer letter is then issued to the selected candidate and the tentative joining date of the candidate is updated in the recruitment records for future reference.

III) Induction

The Induction program for new joinee is conducted in the first week of joining. This involves a full-day orientation .

6. COMPENSATION AND PAYROLL

1. Compensation Philosophy

At we believe that competitive compensation is the cornerstone for recruiting, retaining, and motivating the type of employees needed by the Company. To this end, the compensation philosophy is to pay all categories of employees at competitive levels, considering both salary and benefits as a total compensation package as well as reward employees for performance.

2. Hierarchy / Grade structure:

The hierarchy / grade structure across various streams and functions are outlined below:

General Manager

Project Manager/Area Manager

Team Leader/Quality Engineer/Test Engineer

Supervisor/ Vehicle Co- Ordinator

Quality Inspector/Test Driver

3. Components of Salary Structure & Pay out procedure:

The Components of salary are broadly classified as below:

Fixed Compensation

I) Basic Salary: The Basic salary component will be used for computation of your retiral benefits as applicable viz. Provident Fund, Superannuation and Gratuity. This component of the salary is fully taxable and is paid on monthly basis.

II) House Rent Allowance (HRA): HRA is an allowance given to the employee towards house rental. It is a non taxable component subject to production of valid original rent receipts and is paid on monthly basis.

III) Dearness Allowance (DA): DA is an allowance given to the employee as per minimum wages act guidelines and the rate prescribed by the state government in the official gazette periodically

IV) Other Allowance: Special Allowance is the filler component after adjusting the other salary components. This component is fully taxable and is paid on a monthly basis.

V) Conveyance Allowance: Conveyance allowance is paid to the employee for expenses borne by them towards conveyance. This component of the salary is tax-free and is paid on monthly basis.

VI) Medical Allowance: Medical allowance is paid to the employee for expenses borne by them towards Medical. This component of the salary is tax-free and is paid on monthly basis.

VII) Child Education Allowance – This component is a tax free component, subject to a maximum of Rs. 200/- per month @ Rs. 100/- per month per child. For those who do not declare child/children, it will be treated as taxable income.

1. Benefits

I) Employer contribution to Provident Fund: Provident Fund membership of the employee begins on the date of joining the Company. Contribution is computed at actual Basic and DA per month.

The employee's share of contribution is deducted from employee's monthly salary.

II) Employer contribution to ESIC: ESIC is contributed by the employer as per the statutory rule which is 4.75% of the gross salary. The employee's share of contribution is deducted from employee's monthly salary which is 1.75% of the gross salary. Or at the rate prescribed or time to time changed by Central Government.

2. Standard Pay Deductions

I) Income Tax :

Employees are expected to submit the declaration of their investment plans to Accounts within stipulated time frame, based on which the tax liability is estimated and income tax is deducted till the end of financial year. In case the employee fails to submit the proofs of investments, tax is deducted accordingly. Employees joining in the middle of the financial year are required to produce salary certificate (Form 12B) showing details of income and tax deducted in their previous organization to enable proper tax computation for the entire financial year.

II) Profession Tax :

The Company deducts Profession Tax on a monthly basis in respect of all employees as per statutory rules and state wise slab as applicable to all employees in this regard.

7. Working Conditions

In Time	Mar-kings	Penalty
On or before shift start time	Present	None
After shift start time (even one minute)	Late	3 late marks in a month will result in half day salary deduction. 5 in a month will result in full day salary deduction. 5+ in a month will result in full day salary deduction and warning letter.

Introduction

- Regular attendance is essential to the Company’s efficient operation and is a necessary condition of employment. When employees are absent, schedules and customer commitments fall behind, and other employees assume added workloads.
- Employees are expected to report to work as scheduled and on time. If it is impossible to report for work as scheduled, employees must call their manager and HR department before their starting time.
- It is expected from every employee, arrive office on time, complete their work and leave at scheduled time

Shift Timings:

Shift	In Time	Out Time
First Shift	6:45 AM	3:15 PM
General Shift	8:30 AM	5:00 PM
Second Shift	3:00 PM	11:30 PM

Note: Employees not following the timings would be notified both verbally. Repeated late will impact the performance assessment of the employee.

Repeated violation of the office timings may lead to termination of employment.

8. Compensatory off

1. Objective

To provide a framework for the managers to consider compensatory off to those employees who have been continuously working for extended hours or have been working on holidays

2. Guidelines

The guidelines are broad guidelines only and may not cover all scenarios. Granting of compensatory off is at immediate manager's discretion. Therefore, it is expected that in addition to these guidelines, the immediate manager should apply his personal judgment on a case-by-case basis.

I) The immediate manager may, at his discretion, decide to grant a compensatory off to an employee who has worked continuously over the weekends or on holidays to meet project deadlines. This will be to whom those are not applicable for Over time.

II) The immediate manager may decide to grant a Compensatory Off to an employee who may be working for a client where more than normal hours may be needed to be put in on an extended basis.

III) In case an employee works through the night, the compensatory off for the next day can be pre-approved as this can be anticipated.

IV) The compensatory off should be granted close to the days that the employee has worked continuously and should not be given beyond one month of the completion of days that the employee has worked continuously

Note: Immediate managers should not give a compensatory off each time an employee works on a weekend / holiday. Compensatory off should not be adjusted post facto with leave that an employee has already taken. The immediate manager should not allow an employee to set off future leave dates with compensatory offs (except if the leave falls within the one month when the compensatory off is due).

3. Procedure:

1. Immediate manager will decide at his/her discretion and give the employee a compensatory off and give intimation of the same through email.

2. Employees are entitled to apply for such compensatory off/working for his attendance only after approval by the immediate manager.

9. Overtime compensation

1. Objective

To provide a framework for the managers to consider Overtime to those employees who have been continuously working for extended hours or have been working on holidays, its totally depends on the nature of work of an employee to get benefit of Over time.

2. Guidelines

The guidelines are broad guidelines only and may not cover all scenarios. Granting of OVERTIME COMPENSATION is at immediate manager's discretion Therefore, it is expected that in addition to these guidelines, the immediate manager should apply his personal judgment on a case-by-case basis.

1) The immediate manager may at his discretion, decide to grant a overtime to an employee who has worked for extended hours of continuous work after his regular hours of work, over the weekly off or on holidays .

Note: Immediate managers should not grant a overtime to an employee we has taken some leaves or absent continuously in that particular month and observed employee doing overtime to compensate those lose days in that particular month. Manager should not allow employee to work in overtime where employee has completed his 16 hours of work on any day.

3. Procedure:

1. Immediate manager will decide to grant a overtime to employees at his discretion when there will be need or particular client requirement to complete the task.
2. The hourly rate of overtime is double of ordinary rate of wages for employee worked beyond his normal regular hours of work (8 hrs or 9 hrs subject to normal regular working days in a week for particular project)

10. PERFORMANCE MANAGEMENT SYSTEM

1. Objective

The Performance Appraisal system shall primarily be meant to achieve the following:

- To provide systematic review of the performance of an employee
- To assess training and development needs of the employee keeping in view of the organizational development needs

2. Applicability

All permanent employees

3. Guidelines

1. The Performance planning shall be done half yearly i.e once in April and once in October for the employee along with the Reporting Manager.
2. The Performance plans should have direct linkage with the overall project performance and each task should have a target date.

4. Process

- I) Manager and subordinate in discussion will set goals/KRAs for 6 months.
- II) Each KRA should have a KPI which would be specific and have a fixed time frame depending upon the nature of the task with built-in provision for carry forward
- III) At the end of six months, the employee will do a self evaluation on the KRAs
- IV) Appraisal evaluation will be followed by a discussion with the reporting manager
- V) Post discussion a rating would be given to the employee which will be attached to the appraisal form.

5. Evaluation of Appraisal

1. On the basis of the ratings variables would be given

Rating	Score	Reasoning	Amount
Poor	50% and below :	Shows little sign of interest and need improvement	
Fair	Above 50% to 65% :	Needs improvement to do better	
Good	Above 65% to 75% :	Fulfill job requirements in his area of responsibility.	
Very Good	Above 75% to 85% :	Has shown very interest and capability in his area of responsibility.	
Excellent	Above 85% :	Perform extremely well and above expectations	

6. Review

The General Manager shall do the review at the end of the financial year in the Annual Review Form of the appraisal

11. Promotion

1. Objective

To integrate growth opportunities, motivate employees for better performance and ensure continuity in managerial positions.

2. Applicability

All permanent Employees

3. Guidelines

- I) Promotion would be based on the existence of the vacancy in the next level and role enhancement.
- II) The employees shall be considered for promotion only if their rating has been above average in all the appraisal meetings in the quarters of the financial year under consideration and should have at least one year of service left from the date of which the promotion order is being issued.
- III) Promotion will be on the basis of various criteria declared by the management every year at the time of annual appraisal.
- IV) The promotions shall be effected along with the annual increments or in between as per circumstances the final decision will be taken by General Manager.

12. Probation Confirmation

1. Objective

To assess if the new joiner fits the organizational culture and is able to perform in the role given

2. Applicability

All permanent employees

3. Guidelines

- I) All employees , will be on Probation for a period of six months from the date of their joining.
- II) During the Probationary Period, the following factors will be closely monitored.
 - His/Her knowledge, Skills and deliverable's.
 - His/Her attitude towards work and the organization.
 - His/Her behavior with superiors and peers.
 - His/Her ability to adjust to the requirements of the job.
 - His/Her adherence to the organization culture ,values and discipline
- III) At the end of the probation period the employee will be considered for confirmation based on the review report of the reporting manager.

4. Procedure:

Two weeks before the end of the probation period a **Probation Review Report (PRR)** will be sent to the Project Manager, seeking a recommendation on the confirmation of the appointment.

There are three possible recommendations:

I) Appointment should be confirmed as per the due date in accordance with the appointment Letter.

II) The appointment should be extended further for a specified number of months, advising the employee to improve upon his shortcomings / weak areas.

III) The appointment should be terminated .This exercise has to be necessarily done before the expiry of the probation period.

IV) The recommendations must be shown to, discussed with and duly signed by the Manager prior to being forwarded to HR for action.

In providing Feedback the Superior should:

- a) Express his concerns clearly without undue delay and in appropriate circumstances
- b) Focus on critical areas.
- c) Acknowledge good work performance

5. Extension of Probation:

- The probation period may be extended in weak cases at the sole discretion of the General Manager.
- Ideally only one extension can be recommended and this cannot exceed the duration of the original probationary period.
- All the rules of original probation period will apply in the extended probation period.

6. Termination of Employment:

- Poor performance, wrong attitude, theft etc should be the only criterion of termination of services of a probationer.
- The poor performance of probationer should be reported to HR & specifically to Directors at least twice by Manager before recommending for termination.
- Termination of any employee will solely be the right of General Manager.

13. TRAINING & DEVELOPMENT POLICY

1. Objective

- Improving the performance of individuals and groups in organizational settings.

- Help employees in achieving their personal goals, which in turn, enhances the individual contribution to an organization.
- Assist the organization with its primary objective by bringing individual effectiveness
- Maintain the department's contribution at a level suitable to the organization's needs.

2. Applicability

All permanent employees

3. Process

Identification of training needs

- a) Training needs are identified on an annual basis.
- b) For all the employees the training needs are identified either through performance management system or a discussion between manager and employee and for the top management training needs are derived from the performance management system and assessment of competencies.
- c) Assessments of Skills are also done Half yearly to ascertain the skill gaps.

Assimilation of training needs and drafting an annual plan

- a) Projected needs are assimilated and groups are formed on the basis of level, function, skill / competency, initiative, etc. and an annual training plan is drawn accordingly.
- b) This plan contains the dates for each program, venue, target population, number of participants per program, Training Hours per program, Faculty for the program, etc. (Training Calendar)

Conducting training program

- a) Faculty is identified for each program from Internal Sources, External Sources or Experts in respective fields.
- b) Employees are nominated for program / seminars/ workshops/ visits conducted by leading institutions or professional bodies.
- c) Training is arranged as per the training plan.

Effectiveness of training

- a) Feedback is collected from participants just after the training to assess the learning.
- b) Also reporting managers will observe participants' behavior to assess if the learning has been implemented at work.
- c) Study of effectiveness of training is done every 3 months wherein the trained personnel as well as the respective reporting manager respond about the benefits accrued out of the training in terms of skill/ competency up gradation and the resultant tangible/ intangible benefits.
- d) Skill / Competency assessment is also done to measure the effectiveness of training imparted.
- e) Retraining is imparted to an employee after assessment if it is found that his/her skill or competency level has not improved to the benchmark standards.

14. Company Dress Code Policy

1. Objective

To provide guidelines for employees with respect to dress code within the organization and ensuring dress related decorum.

2. Applicability All employees

3. Working days

Company Provided T shirts.

- a) Dos and Don'ts
- Keep the hair clean, trim and neat.
 - Keep beards and mustaches trimmed or clean shaven
 - Do not chew food, gum or gutkha in the office
 - Do not wear Slippers and Sandals
 - Do not wear shirts and T-shirts with writing or cartoons

4. Projects (Customer premises)

- b) Uniform provided by the company
- c) Safety shoes
- d) Any other PPE which is made mandatory by customer as per their premises safety concerns and it's requirements.

15. Safety Policy

1. Objective

The objective of Safety Policy is to promote safety and better working culture & conditions and to make "Safety a way of life in the organization".

2. Applicability

All employees

3. Guidelines

I) The Project Manager /HR shall address equipment safety and employee safety in the organization or at the workplace.

II) One pair of Safety Shoes shall be provided after the new employees or trainees join at sites.

III) The company also shall provide other Personal Protective Equipment's as per the functional requirements to the employees including contract labor working at site.

IV) In case of employees working at site area, if the Safety shoes provided is worn out, one more pair of Safety Shoes shall be provided after due recommendation of the Project Manager. The same shall be applicable for the other Personal Protective Equipment's.

- V) The Safety Officer/HR shall conduct regular round to the site to identify unsafe practices and notify the same for proper compliance.
- VI) Appointed Project manager shall ensure that around the workplace where employees are working is having enough Fire extinguisher and fire hydrant or not
- VIII) Appointed Project Manager shall ensure that the employees are trained ,knowledge is given about Mock drills at the time of Induction & employees are participating in the customer premises conducted Mock-drills.

16. Leave Policy

1. Applicability:-

The leave policy is applicable to all employees of Maswer Automotive India Pvt. Ltd.

2. Definition:

- 1) **Year:** Year for leave calculation is based on Calendar year (January to December)

3. Guidelines:

- The leaves are credited to employee's leave account at the beginning of leave accounting year
- Applying for Leave, Obtaining Approval from Supervisor is the responsibility of the Employees.
- Employees should get the leave approval in advance by their immediate supervisors on written application then only employees can take benefits of the Leave.
- No Leave can claim as matter of right and leave would be granted only at the discretion of the Management.
- The Sanction authority has the discretionary right to refuse, revise, curtail or revoke leave at any time according to the condition and exigencies of work leave request is not granted, then the superior should assign the reason for not granting leave such leave.
- An employees who have taken leave without obtaining prior approval, will deemed to be absent from without Permission. This will be leave without pay, and further, may result in other disciplinary action.
- Any extension of leave without prior approval will be deemed to be leave without permission, as stated above.

- For employees who join in the middle of the year the leave are credited on a pro-rata basis.
- During probation / Training period, no leave is applicable.

4. Leave Eligibility:

All employees are eligible for the following categories of leave.

Type of leave	Number of leave in an accounting year	No. of maximum leaves that can be accumulated
Earned Leave	15	30
Sick Leave	07	07
Casual Leave	07	07

- Earned Leaves
- Sick Leave
- Casual Leave
- Holidays

4.1 Earned leave:

Objective:

To encourage employees to avail privileged leaves in order to enable them to rejuvenate and recuperate from regular work schedule & to attend some urgent and unforeseen circumstances.

Entitlement:

Employees will be entitled to Earned leave @ one day leave for every 20 days of physical presence. He /she are entitled to avail such leave after confirmation only. Leave will be credited on 1st January every year. It is mandatory to complete minimum 240 days in a year to become eligible for Earned Leave.

Rule:

- PL Can be avail maximum four (04) time in a year minimum two PL can be availed at a time.
- At a stretch not more than 15 earned leaves can be taken.
- No encashment of EL is permitted during the employment.
- EL can be clubbed with SL on account of special circumstances like illness/death in the family. This power rests only with General Manager on the Recommendation of departmental head.
- Leave cannot be availed as a matter of right. No EL credit will be given for 0.5 days.
- Any deviation to the above policy, shall have to be approved by the General Manager only.
- Employee is required to fill in the leave application form.
- Manager can approve or reject the leave application. In case of approval manager notify it to HR & Admin Dept.
- Employee may avail of leave only after obtaining the required approval

Note: Employee applying for leaves for more than 7 days of EL must apply at least a month in advance. Employees applying for 2 or more leave must inform 15 days prior to such leaves.

4.2 Sick Leave:

- All the employees shall be entitled to 7 days Sick Leave (SL) in a calendar year.
- Employees joining between the 1st January to 15th January shall be eligible for full entitlement of Sick Leave for that year (After Conformation).
- Employees joining after the 15th January, will be credited CL entitlement as follows :

MONTH OF JOINING	SL ENTITLEMENT FOR THE YEAR
January (16th to 31st)	6.0 Days
February	6.0 Days
March	5.5 Days
April	5.0 Days
May	4.5 Days

June	4.0 Days
July	3.5 Days
August	3.0 Days
September	2.5 Days
October	2.0 Days
November	1.5 Days
December (1st to 15th Dec.)	1.0 Day

- SL cannot be clubbed with CL.
- All holidays/weekly off days falling in between a spell of SL shall be counted as SL.
- Any employee falling sick shall arrange to send information to his superior at the earliest but not later than 24 hours of his absence on account of SL and to apply for the same in writing immediately on resuming duty.
- In case of sickness concerned employee must produce a medical certificate either from a Doctor or from a registered medical practitioner.
- No SL credit will be given for 0.5 days.
- Sick Leave cannot be carry forwarded to next calendar year (if incase of SL balance)

Note: - In future if the Employees covered under the Employees State Insurance Corp. Act 1948(ESIC) shall not be allowed Sick Leave (SL)

4.3 Casual Leave:

- All the employees shall be entitled to 7 days casual leaves (CL) in a calendar year.
- Employees joining between the 1st January to 15th January shall be eligible for full entitlement of casual leaves for that year.
- Employees joining after the 15th January, will be credited CL entitlement as above
- CL cannot clubbed with EL.
- Maximum of 3 days CL can be availed in one spell.
- Not less than 0.5 day, CL can be applied at any time.

- All holidays/weekly off falling in between a spell of CL shall not be counted as CL
- CL should be applied at least 24 hours in advance in writing. However, in case of extreme circumstances when person is unable to apply for CL in advance, Application /leave card for the same must be given immediately on resuming duty.
- Casual Leave cannot be carry forwarded to next calendar year (if incase of CL balance)

5. Paid Holidays:-

All employees are entitled to a leave of 9 days on account of national holidays and festivals.

Subject to sandwich rule which industry follows i.e. employee must present one day before or after the prescribed holiday to avail the benefit. If not then holiday will be remained treated as absent.

6. Maternity Benefits

Objective: This policy is aimed at providing support to female employees during maternity. It

Lays out the responsibilities of the Company and employee with respect to this policy, and defines the support that the Company provides to the employee. This policy complies with The Maternity Benefit Act, 1961 (hereinafter referred to as “the Act”).

Applicability: The maternity leave policy is applicable to all female employees who have minimum 80 calendar days of attendance prior to proceeding on leave for Maternity benefit.

Note: Female Employees covered under ESIC maternity benefit will not be applicable under the act.

Entitlement:

An employee is eligible to take a maximum of twelve weeks of Maternity leave (84 calendar days) i.e. 6 weeks (42 calendar days) prior to the expected date of delivery and 6 weeks (42 calendar days) after the delivery. In case the employee has taken less than 6 weeks (42 calendar days) of leave prior to the delivery, the balance leave can be taken after the delivery. However the total number of days of Maternity Leave is restricted to 12 weeks i.e. 84 calendar days

In the unfortunate event of a miscarriage or termination of pregnancy due to medical reasons, an employee is entitled to avail leave with salary for a maximum period of six weeks immediately following the day of her miscarriage or medical termination of pregnancy subject to production of certificate from a registered medical practitioner.

In case of any illness arising out of pregnancy, delivery, and premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation the concerned employee is also entitled to an additional leave for a maximum period of one month. This

leave is over and above the leave she is entitled to as mentioned in point 1 and 2 above. This entitlement is subject to production of such proof that validates that the illness has arisen due to reason mentioned hereinabove in this section.

Payment for maternity leaves is calculated based on full monthly salary. This salary is disbursed to the employee on a monthly basis.

Employee's covered under the ESIC act would be paid from the ESIC department.

Procedure:

In keeping with the guidelines laid down in the Act, all female employees are eligible to avail of the maternity benefit as given below:

Leave Application Process:

O Employee needs to request grant of this leave on e-mail to her immediate superior. Employee is required to also submit to the superior a certificate from the attending Doctor certifying her pregnancy and also mentioning the expected date of delivery.

O The superior is required to forward the form and the Doctors Certificate to HR & Admin Dept.

17. Food Allowance/ Canteen Facility

1. Objective:

This policy has been developed to provide the canteen/food facility to employees at the work-place.

2. Entitlements:

A food allowance shall be payable to employees at the rate prescribed by his Project Manager for that project /premises where the canteen facility is not available in the company premises. This policy is not applicable to employees who those are having canteen facility at the working premises.

3. Procedure: A food allowance shall be payable to employees in their salary at the rate (meal per plate) prescribed by Project Manager for the physical working days in monthly attendance , the same rate will be applicable for dinner if employees are required to work overtime.

18. Deputation policy:

1. Objective:

To set guidelines for deputation of employees to different locations within India other than their current base location, depending on the business requirements.

2. Definition: Deputation –

A temporary change in location of an employee within India for duration of minimum 30 days, to a maximum of 6 months.

3. Entitlements:

The employees will be entitled for the following assistance:

1. Travel
2. Accommodation
3. Daily expenditure reimbursement
4. Travel expense for spouse and children
5. Local Conveyance
6. Transit Accommodation

4. Travel

- I. Employee is entitled to travel by AC III tier for Deputation only for journeys exceeding 250 kms.
- II. For distances less than 250 kms, employee is entitled to travel by bus, car/cab for Deputation (for cab booking employee is required to obtain prior approval from Manager).
- III. Expenses for travel by train - AC III tier train fare can be claimed if overnight journey is involved.
- IV. In cases where train tickets are not available at short notice and employee is required to reach new location because of organization requirement, then travel by air may be allowed subject to approval by directors.

5. Accommodation

- I. In case the organization providing accommodation facility, the employee would not be entitled to any expenses for the same.
- II. An employee can claim reimbursement of rent up to a maximum of Rs. 3000/- per month, by submitting supporting documents i.e., lease deed or rent receipt.
- III. Sharing the accommodation is encouraged.
- IV. If employee is making his own accommodation arrangements, then a flat amount of Rs. 3000 per month can be claimed. No receipts / supporting documents are required for such claim; however, this reimbursement is taxable.

6. Daily expenditure reimbursement

- I. Daily expenses will be reimbursed at actual, but not exceeding Rs. 2500/- per month for taking care of expenses towards meals and laundry.

- II. This amount should be approved by project manager and can be claimed on submission of bills supporting the claim. If bills are not available for the entire amount, then the balance will be paid after deduction of taxes.

7. Travel expense for spouse and children

If the deputation period is greater than 2 month then the Company provides reimbursement for one travel in AC III Tier Train fare from employee's base location to the place of Deputation for the spouse and children or in lieu of such family travel, the Company provides reimbursement for one additional visit of employee by AC III Tier Train to employee's base location.

8. Local Conveyance

Conveyance expenses are reimbursed at actual subject to maximum of Rs. 1000 per month. This requires approval of directors. Use of public transport or auto rickshaw is encouraged.

9. Transit Accommodation

The Company provides hotel stay for the initial 7 days of Deputation, which can be extended for another 7 days if required, only with prior approval of directors. The rates would be as mentioned in the travel policy.

10. Deputation Incentive

- I. The employee is also entitled to an amount of Rs. 1500/- month as a deputation incentive amount.
- II. The eligible amount will be calculated based on the actual number of days of deputation on prorata basis.
- III. The amount will be paid on the return of the employee, the amount to be paid as a part of payroll in the subsequent months of return.

11. Extended Deputation:

- I. In case the duration of deputation is longer than 6 months, but does not result in change of base location of employee it will be treated as extended deputation.
- II. In such cases the above mentioned points will continue to be applicable in a prorata basis.

Note: When two or more persons are traveling together on transfer, twin sharing of room is encouraged.

19. Transfer Policy:

1. Objective:

To facilitate employees relocation from their current base location to another city within India, depending on the business requirements.

2. Definition: Transfer:

Any relocation of an employee from the current base location to another city, for a period exceeding 6 months and resulting in a change in the employee's base location.

3. Entitlements:

1. Travel related reimbursement
2. Relocation leave
3. Accommodation
4. Shifting allowance / Miscellaneous expenses
5. Daily expenditure reimbursement limits
6. Local conveyance expenses
7. Transit Accommodation

4. Travel related reimbursement:

Expenses for travel by train – Employee is entitled to claim reimbursement for train fare for travel in AC III-tier for self, spouse and children.

5. Relocation leave:

An employee is entitled to 2 days relocation leave (excluding travel time). This is to be availed within one month of reporting to work at the new location with prior approval of immediate manager.

Procedure:

- I. Employee is required to submit an application for the relocation leave through email to the immediate manager.
- II. In case such leave is approved, manager forwards the employee's leave request email to location HR .
- III. HR to allocate the same to the leave quota.

6. Accommodation:

Employee is required to make his own arrangements for accommodation.

7. Shifting allowance / Miscellaneous expenses:

- a) The organization would provide an advance amount of a maximum of Rs. 25000 for housing lease deposit.
- b) The amount would be deducted as equal monthly installments in the 6 months, starting from 2nd month of transfer.
- c) Employees at executives & below are entitled for reimbursement of expenses on account of shifting subject to a maximum of Rs. 12,500/-.
- d) Employees at level managers & above are entitled for reimbursement of expenses on account of shifting subject to a maximum of Rs 15,000 /-.
- e) In case a person incurs more than the amount incurred in shifting, additional reimbursement may be sanctioned by Directors.

- f) Any claim for reimbursement of shifting allowance should be supported by original bills for e.g . Packing, portage, lease breakage, lease brokerage charges etc.

8. Daily expenditure reimbursement: Not Applicable

9. Local conveyance expenses:

Employee is entitled to claim local conveyance expenses for finalizing accommodation / schools admissions for children at actual for a maximum of 3 days subject to approval from immediate manager. Use of public transport or auto rickshaw is encouraged.

10. Transit Accommodation:

The Company will provide hotel stay for the initial 7 days; which can be extended for another 7 days, if required, with prior approval from the Directors. The extent of expense/reimbursement would be as per guidelines of travel policy.

When two or more persons are traveling together on transfer, twin sharing of room is encouraged.

Note: The above will not be applicable incase of self initiated transfer.

20. SEPARATION ON ACCOUNT OF RESIGNATION

To ensure that employees / trainees separating from services of the Company have smooth exit from the Company and also ensure knowledge transfer without affecting continuity of the Company's operations.

Besides permanent employees, this process is also applicable to all trainees.

1. Shortfall in Notice Period:

If an employee wishes to resign from the services of the Company, the employee shall provide the Company written notice as per notice periods stated. An employee is expected to serve the full notice period in order to complete the transition of his duties to an employee identified by the Company. Failure to provide such notice or to serve the entire notice period shall make the employee liable to pay the Company liquidated damages equivalent to the full monthly fixed salary* for the amount of shortfall in such notice period.

** Full monthly fixed Gross salary(does not include additional benefits)*

2. Availing leaves during Notice Period:

No leave will be allowed during the Notice Period except on reasons of illness, subject to the same being backed by valid medical certificate and approved by Reporting Manager. The notice

period may be extended by the duration of leave at the discretion of the Reporting Manager. Any Unauthorized leave during the Notice Period is considered violation of the policy and will be treated as misconduct leading to disciplinary action which may include termination.

3. Last day falling on a holiday:

In case the last day of the Notice Period falls on a holiday, then such holidays is excluded from the Notice Period and the previous working day is considered as the last working day of the resigned employee.

4. Salary Handling after Resignation:

The employee's salary for that month is not processed. Instead, salary for that month is included in the full & final settlement.

5. Acceptance cum Relieving letter, Service letter & Experience certificate:

Resigned employee is entitled to obtain relieving letter, service letter and experience certificate subject to his completion of exit formalities including payment of dues to the Company (if any) and completion of the transition of his duties to an employee identified by the Company.

6. Procedure:

An employee who wishes to resign is required to send his signed copy of resignation letter to his immediate manager.

The immediate manager with the acceptance and indicating the last working day of the employee must forward the original resignation letter to the HR on the same working day.

The immediate manager and HR jointly review the resignation and confirm the last working day of the employee.

I) HR initiates the resignation process :

On the last working day, HR shall handover the final settlement cheque (if applicable) along with the relieving letter, service letter & experience certificate (if applicable) to the employee subject to the clearance of all exit formalities including payment of dues to the Company (if any) and completion of the transition of his duties to an employee identified by the Company. If employee owes any dues to the Company, employee is required to issue a cheque in favour of the Company towards payment of such dues.

II) Exit Interview

The exit interview is an initiative to understand the resigned employee's feedback on the work environment, culture, policies within the Company and the reasons for his separation so as to

utilize the feedback in improving the work environment within the Company. Employee is required to fill an Exit Interview form and send it to HR. HR on completion of the Exit Interview form will conduct a formal exit interview of the employee and update the feedback in the specified HR format. A hard copy of the Exit Interview form filled by the resigned employee and the Employee Feedback form filled by HR is filed in the resigned employee's personal file. Such feedback is collected only from employees who are leaving voluntarily. The feedback is analyzed by HR and appropriate action is taken based on the same.

III) Termination Of Employment

The Company may terminate an employee's services at any time with or without Cause subject to the following:

If the Company terminates an employee's services without Cause, it shall (a) provide the employee written notice as per notice periods stated under Other Terms of Employment section, or (b) pay the employee an amount equal to the full monthly fixed salary* for the shortfall in such notice period.

** Full monthly fixed salary = gross salary less variable pay (does not include additional benefits).*

If the Company terminates an employee's services with Cause – An employee's services may be terminated by the Company without notice for Cause. In such instances, the employee is not entitled to get any notice pay from the Company. "Cause" shall mean:

- An employee's breach of any of the terms of the Employment Letter or Joining Letter or
- Any other Agreement signed by you with the Company or
- An employee's breach of the Company code of conduct, policies, rules, regulations and procedures,
- The Company's background check reveals discrepancies in the information or documents provided by an employee to the Company during the recruitment process, or
- The Company finds employee's performance unsatisfactory during any period of training or in the discharge of duties assigned to employee, or
- Any act or omission by an employee that may have the effect of injuring the reputation or
business of the Company or causing loss to the Company, or
- An employee's failure to submit the documents listed in Employment Letter to the Company on the date of joining, or
- An employee's unauthorized absence from work; or
- An employee's insubordination; or
- An employee's misconduct

7. Guidelines

I) Availing leaves during Notice Period

Refer Guidelines on “Availing leaves during Notice Period” in SEPARATION ON ACCOUNT OF RESIGNATION section

II) Treatment of leave balance

Refer Guidelines on “Treatment of leave balance” in SEPARATION ON ACCOUNT OF RESIGNATION section

III) Last day falling on a holiday:

In case the last day of the Notice Period falls on Thursday or a holiday, then such holidays are excluded from the Notice Period and the previous working day is considered as the last working day of the terminated employee.

IV) Salary Handling:

The employee’s salary for that month is not processed in the Company’s standard payroll cycle. Instead, salary for that month is included in the full & final settlement.

V) Relieving letter, Service letter & Experience certificate:

For termination without Cause, the terminated employee is entitled to obtain relieving letter, service letter and experience certificate subject to his completion of exit formalities including payment of dues to the Company (if any) and completion of the transition of his duties to an employee identified by the Company.

In addition, experience certificate is also subject to the terminated employee obtaining his manager’s approval for the contents of the experience certificate.

For termination with Cause, the terminated employee is entitled to obtain only service letter subject to his completion of exit formalities including payment of dues to the Company (if any) and completion of the transition of his duties to an employee identified by the Company.

HR issues the termination notice and initiates the termination through a mail notification to various stakeholders (including employee & the immediate manager).

Each function owner who receives mail notification shall, after verification, give the no dues clearance to HR within 7 working days of receipt of such mail. In case of any inordinate delays in the clearance process employee may escalate issue to the respective function heads. In case of immediate termination, the employee should under HR guidance obtain the no dues clearance before the close of working hours of his last working day.

The employee should provide all physical proof of tax related investments, rent receipts, medical bills and other benefits to Accounts. These are considered for working out final settlement and tax computation. Accounts will not consider any fresh submission of documents received post closure of final settlement.

HR shall co-ordinate with the employee for handing over the final settlement cheque (if applicable) along with the relieving letter (if applicable), service letter & experience certificate (if applicable) to the employee subject to the clearance of all exit formalities including payment of dues to the Company (if any) and completion of the transition of his duties to an employee identified by the Company (if applicable). If employee owes any dues to the Company, employee is required to issue a cheque in favour of the Company towards payment of such dues.

8. Unauthorized Absence from work:

Any absence in the following circumstances will be considered as unauthorized absence and salary will be deducted for the same:

Absence from authorized place of work during working hours without prior approval whether the attendance has been recorded or not.

Not recording attendance within specified time each day and not giving an application to that effect. Absence from work not regularized through prior or post facto leave approval.

Unauthorized absence may attract disciplinary action apart from loss of salary for the days of unauthorized absence. The fact that the employee has sufficient leave balance does not make unauthorized absence legitimate. The Company considers unauthorized absence as an irresponsible behavior on the part of the employee.

An employee's absence from services for **2** or more consecutive working days without prior intimation to or authorization from the employee's reporting manager will be considered as abscondment and may attract disciplinary action including termination of employment without notice.

If any employee is terminated due to abscondment or Voluntary Abandonment of services the consequences listed below shall follow:

The employee shall be liable to pay the Company an amount equivalent to the employee's then full monthly fixed salary* for the shortfall in the applicable notice period as well as any other recoverable dues (loans, outstanding etc).

** Full monthly fixed salary = Monthly gross salary less variable pay (does not include additional benefits).*

The employee is not entitled to receive an experience certificate or relieving letter from the Company.

The employee shall not be entitled to get other salary benefits for the quarter in which the separation occurs.

The employee is under obligation to return to the Company any/all of the Company's assets/information that is in his possession.

Employee's reporting manager informs HR immediately in case of unauthorized absence of employee for more than 2 or more consecutive working days.

HR attempts to contact the absent employee via phone and email on the same day informing the employee to report within next 2 working days.

If the employee resumes services within the stipulated period, reporting manager will ask employee to provide valid justification for the absence after which the reporting manager informs HR of the resumption. If the reporting manager is not satisfied with the explanation for absence, he should consult with HR and decide on the action to be taken. Any warning or other actions taken should always be intimated to employees via email or letter. HR shall always note all unauthorized absences (and reasons for the same, if any) in the employee's personal file.

If the employee doesn't report to services or doesn't respond within the period stipulated in the notice (or any other extension granted by HR) the HR will initiate the termination letter and forward it to the last known address by Registered A.D.

9. POST SEPARATION

I) Re-hiring procedure

The Company has no objection to re-appointing ex-employees; however the circumstances in which the person left would be taken into account at the point of re-hiring. The ex-employee may apply for re-hiring against vacancies by submitting an application along with their resume to the Recruitment Head. The candidate should satisfy all eligibility criteria for appointment to the post and will be required to go through the normal selection process.

II) Reference Check Request by Ex-Employees

Ex-employees may request for a reference check to be provided to other companies/ government authority. The ex-employee should send a written request to the HR at which he last worked mentioning details like employee code, date of joining, date of leaving, last location worked along with a copy of their relieving / experience letter. While requesting he should also mention the purpose and the company/ government authority requesting the reference check.

If the immediate manager of the ex-employee receives such reference check request formally or informally, he is required to forward the same to HR Head for further processing.

III) Request for Experience Certificate

The ex-employee may send a written request for such experience certificate to the HR mentioning details like employee code, date of joining, date of leaving, last location worked along with a copy of their relieving / experience letter. While requesting he should also mention the purpose and the company/ government authority requesting the reference check as well as attach a copy of the prescribed format in which experience letter is to be provided.

21. Procedure for follow up with Absconding Employees

1. Definition Of Absconding Employee:

An employee who has been absent for five working days or more consecutively without any information with either immediate manager or HR. The following action is taken by HR

a) Action 1

If an employee is found to be absent (register not signed) for more than 3 consecutive days:

HR to check with the manager if he / she has given any verbal or written intimation to him/her. To check our leave records for application of leave.

b) Action 2

After confirming that the employee is absconding, issue a letter to the employee asking him to show cause for his absence and give five working days to resume work.

c) Action 3

After waiting period is over, issue a termination letter to the employee under the Signature of HR – Head, instructing the employee to complete the clearance formalities. Intimate to Accounts through Full & Final Settlement Memo with a remark that the employee is absconding. Remove his name from our payroll database.

d) Action 4

Employees, whose services are terminated, shall get the employment certificate with the remarks "Terminated Services". Certificates to be only issued on providing duly signed clearance certificate.

22. Misconducts at Company

The following are classified as "Misconducts". Employee indulging in any one of these acts mentioned below may lead to actions like warning. If the actions are found to be major misconduct, it may even lead to termination of services without any notice.

- I. Smoking within the premises of the establishment

- II. Theft, fraud or dishonesty in connection with the business , property of the company ,property of the customer or property of another person within the premises of the company.
- III. Taking or giving bribes or any illegal gratification.
- IV. Furnishing false information regarding name, age, family details, qualification or ability or Previous service at the time of the employment or during the course of Employment.
- V. Acting in a manner prejudicial to the interest of the company.
- VI. Willful in subordination or disobedience, whether or not in combination with others, of any lawful and reasonable order of his/her superior.
- VII. Absences without leave or over staying the sanctioned leave for more than four consecutive days without sufficient grounds or proper or satisfactory grounds
- VIII. Neglect of work & Damage to any property of the Company
- IX. Collection without the permission of the competent authority of any money within the premises of the company except as sanctioned by any law of the land for the time being enforce or rules of the company
- X. Commission of any act, which amounts to criminal offense involving moral turpitude
- XI. Abatement of or any attempt at abatement of any act, which amounts to misconduct.
- XII. Misuse of any advance or non-compliance with the provision of the rules for grant of any advance
- XIII. Physical or psychological harm to any employees of the Company
- XIV. Communication of official confirmation through documents, literature or by other means to any person or agencies without prior approval from the appropriate authorities
- XV. Bringing any outside influence in respect of matters pertaining to the services in the company
- XVI. Consuming or working under influence of intoxicating drinks or drugs during the course of duty
- XVII. Browsing of prohibited sites is strictly forbidden
- XVIII. Personal use of all the electronic gadgets / facilities like Telephones, Emails, Fax, Internet etc should be restricted as much as possible.
- XIX. Sexual Harassment

23. DISCIPLINE MANAGEMENT

1. Objective

I) To maintain cordial and cohesive relationship with co-employees, customers and to maintain ethical dealings with job, organization and society

II) To show high standard of integrity

2. Applicability

All Employees

3. Guidelines

I) The company shall be committed to providing and maintaining an open, positive work environment, which is free from any discrimination or harassment.

II) All employees must be treated with respect, dignity, and courtesy.

III) There shall be no discrimination or harassment against any person on the grounds of race, color, religion, national origin, disability, age, sex, marital status, sexual orientation or citizenship.

IV) Any discriminatory action against full time employees, contractual employees, clients, or vendors shall be met with disciplinary action.

V) Every complaint shall be promptly and thoroughly investigated and confidentiality is maintained as far as the situation would permits.

Furthermore, the Company does not retaliate against any employee for bringing questionable circumstances to attention.

VI) Along with the preceding points in the policy, the foregoing paragraphs under this policy shall be covered.

4. Statement

Harassment is behavior that is offensive to individuals including negative stereotyping, unwelcome sexual advances (from the same or opposite sex), epithets, sexist, racist or religious slurs, demeaning jokes, gestures, written or graphic material that communicate these concepts and any other conduct that makes the working environment hostile or offensive.

5. Exceptions

Harassment shall not include occasional compliments or voluntary relationships between individual employees.

However, in case of voluntary relationships, employees must ensure that the work environment is free from favoritism and the relationship does not affect work in any way.

6. Statement

Discrimination means treating employees differently, in any aspect of employment, solely because of a trait or characteristic that is not related to their ability to do their job.

I. The Company shall discourage discrimination based on a person's sex, race, caste, community, marital or family status, religion, national origin, age, sexual orientation, and disability.

II. The Company forbids retaliation against an employee for filing a charge of discrimination or participating in an investigation, or opposing discriminatory practices.

III .Charges on harassment and discrimination are likely to be grounds of termination of employment.

7. Guidelines for formulating Grievance Redressal Committee

In order to resolve all cases related to Workplace Harassment or Discrimination, a Grievance Resolution Committee would be set up on which the HR will be represented. The HR would own the process of formulating this committee, and the following guidelines shall be used while doing so:

- a. Committee shall include at least two women representatives.
- b. Confidentiality of the complaint procedure shall be maintained.
- c. Complainants or witnesses shall not be victimized or discriminated against while dealing with complaints.
- d. The Committee shall make an annual report to the management committee of the organization of complaints received and the action taken by them.

24. Grievance Redressal Authority (GRA)

The HR Head will be the GRA. If HR is the Complainant/Respondent, then Directors will be the GRA.

1. Complaint, Investigation & Action:

- i. A victim of Prohibited Conduct should report the incident ONLY to the GRA either in person or over email, or verbally. Email is preferred since it records the complaint
- ii. Once the complaint is received, the GRA will investigate the complaint. The investigation should involve: Getting all relevant information from the Complainant. Informing the Respondent of the details of the complaint, and getting his/her response. Interviewing witnesses, if any.
- iii. The GRA is required to maintain utmost Confidentiality of the Complainant, the witnesses and Respondent to extent possible
- iv. The GRA may provide immediate relief like restraining the Respondent from contacting the complainant where the circumstances so require.
- v. The GRA is empowered to take all actions that the GRA considers reasonable and necessary to fulfill its responsibilities under this policy.
- vi. Once the investigation is complete, the complainant would be informed about the outcome of the investigation
- vii. Directors shall take action on the GRA's recommendation within 7 working days.

- viii. GRA shall communicate to the Complainant and Respondent, the findings of its investigation and action recommended (if any).

2. Penalties for Violation

The GRA may recommend punishments ranging from warning up to termination of services depending on the severity of the violation

3. Additional Action

If the Harassment involves physical or sexual assault or other acts which amount to criminal offences, in addition to dealing with the complaint under this Policy, the Company will assist the complainant in filing a complaint with the appropriate authorities.

4. Escalation Mechanism

If Complainant doesn't receive acknowledgement of the complaint from the GRA within 2 working days, or if no immediate relief is provided by GRA where required, then Complainant may escalate the matter to the Directors

5. Time Frame

The GRA shall complete the investigations, make a recommendation (if any) to the Directors and inform the Complainant and Respondent of the findings of its investigation within 30 calendar days of the Complainant first reporting the Prohibited Conduct.

6. Confidentiality:

1. Company will not disclose any information about a complaint to anyone other than Complainant or Respondent, except as necessary to investigate the complaint or to take disciplinary action, or as required by law.
2. All staff has a responsibility to cooperate in the investigation of a harassment complaint.
3. Anyone who gives evidence in an investigation, or who is otherwise involved in the process, must keep this information confidential, except as is necessary to deal effectively with the complaint.

These are serious issues, and people's privacy must be respected.

4. Even once a complaint is resolved, confidentiality and respect are important.

Directors are the final authority on interpretation of this Policy and the Grievance Redressal Mechanism procedures and have the sole authority to decide matters for the removal of any difficulties that may arise in implementation

25. HIV Aids Policy

1. Objective

To build positive and supportive attitudes towards those infected and promote health and safety amongst the employees.

2. Applicability

All employees.

3. Guidelines

- a. The company will provide a safe and healthy work environment for employees.
- b. The company will educate its employees and the family on prevention, care and counseling of HIV / AIDS.
- c. The company will educate its employees on safe blood, blood donation and transfusion.
- d. If an employee has been infected, the company would keep information about the illness confidential. Only the immediate boss would be kept informed.
- e. A HIV positive employee would be allowed to continue to work in his / her job unless medical conditions interfere with the specific job that he / she is doing. In that case and, only if it is necessary, will the employee be shifted to another position where he / she will be comfortable.
- f. If an employee reveals his / her HIV positive status voluntarily, other employee will not be allowed to refuse to work alongside the HIV positive employee. In fact, the company will expect all employees to ensure that the HIV positive is comfortable and gets a feeling of being part of a family.
- g. The company will, as a policy, not discriminate against any employee infected by HIV/AIDS with regard to promotions, training and any other privileges, applicable to all employees of the organization.
- h. While the company may ask a person who is being offered a job, to undergo general medical tests before the issue of the appointment letter, the test will not cover HIV/AIDS, without an informed consent and pre test counseling of the candidate.

26. Adherence to Policies

1. This policy manual supersedes all previous policies.
2. Employees shall strictly follow the policies laid down by the Company.
3. If any provision of any policy is at variance with any applicable statutory provision currently in force or as may become applicable subsequently, it will override the organization policy to the extent that it is more beneficial to the employees.
4. It will also be deemed to have substituted the policy to such extent.
5. The HR Head will resolve any clarifications.

27. CSR

We at Maswer Automotive India Pvt. Ltd., embrace, support and enact the standards of labour and business ethics. We commit in making these standards part of the strategy, culture and daily operation of our company, employee and interested parties.

Labour:

1. Company is committed to uphold the human rights of the workers, and to treat them with dignity and respect.
2. The elimination of all forms of forced labour
3. The effective abomination of child labour (Completion of 18 year's of age we engage a person as employee)
4. No harsh & inhuman treatment, including any sexual harassment, corporal punishment verbal abuse of workers.
5. The elimination of discrimination in respect of employment and occupation
6. The elimination of forced, bonded (including debt bondage) or indentured labour, involuntary prison labour, slavery or trafficking
7. Excessive fees are unacceptable and all fees charged to workers are disclosed.

Business Ethics:

1. Company shall work against corruption in all its forms, including, extortion embezzlement and bribery
2. Disclosure of information regarding business activities, structure financial situation and performance in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable
3. Company shall respect and protect intellectual property rights
4. Company shall upload the standards of fair business, advertising and completion
5. Company shall ensure confidentiality and protection of suppliers and employee whistleblower

6. Company shall not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in Democratic Republic Of India or an adjoining country
7. Company shall protect the reasonable privacy expectations of personal information of everyone, including suppliers, customer, consumers and employees.

28. Anti Bribery

1. Objective

Maswer Automotive India Pvt. Ltd. (“mw” or the “Company”) is committed to the prevention, deterrence and detection of fraud, bribery and all other corrupt business practices. It is Company’s policy to conduct all of its business activities with honesty, integrity and the highest possible ethical standards and vigorously enforce its business practice, wherever it operates throughout the world, of not engaging in bribery or corruption.

2. Scope and applicability

This Anti-bribery and Anti-corruption Policy applies to all individuals worldwide working for all affiliates and subsidiaries of Maswer all levels and grades, including directors, senior executives, officers, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, casual workers, volunteers, interns, agents, or any other person associated with Maswer (collectively referred to as “You” or “you” in this Policy).

In this Policy, “Third Party(ies)” means any individual or organization, who / which come into contact with Maswer or transact with Maswer and also includes actual and potential clients, suppliers, business contacts, consultants, intermediaries, representatives, subcontractors, agents, advisers, joint ventures and government & public bodies (including their advisers, representatives and officials, politicians and political parties).

3. Policy details

A bribe is an inducement, payment, reward or advantage offered, promised or provided to any person in order to gain any commercial, contractual, regulatory or personal advantage. It is illegal to directly or indirectly offer a bribe or receive a bribe. It is also a separate offence to bribe a government/ public official. “Government/ public official” includes officials, whether elected or appointed, who hold a legislative, administrative or judicial position of any kind in a country or territory.

A bribe may be anything of value and not just money -- gifts, inside information, sexual or other favors, corporate hospitality or entertainment, offering employment to a relative, payment or reimbursement of travel expenses, charitable donation or social contribution, abuse of function -- and can pass directly or through a third party. Corruption includes wrongdoing on the part of an authority or those in power through means that are illegitimate, immoral or incompatible with ethical standards. Corruption often results from patronage and is associated with bribery.

3. A. Examples of bribery:

Offering a bribe - Antony, an employee of XYZ Company, offers a potential client, tickets to a major sporting event, but only if they agree to do business with XYZ Company. This would be an offence as Antony is making an offer to gain a commercial advantage. It may also be an offence for the potential client to accept Antony's offer. Providing clients with hospitality is acceptable, provided the requirements, set out in section titled "Gifts and hospitality" are followed.

Receiving a bribe – Arjun works in the Supply Chain Management Department in Zen Automobiles.

A regular supplier offers a job for Arjun's cousin, but makes it clear, that in return they expect Arjun to use his influence to ensure Zen Automobiles continue to do business with the supplier.

Bribing a government official – Imran is asked to arrange for an of the record payment to be made to a customs official to speed up the administrative process of clearing our goods through customs.

"Red flags" that may indicate bribery or corruption are set out in Annexure A to this Policy

4. Gifts and hospitality

Employees or members of their immediate families (spouse, mother, father, son, daughter, brother, sister or any of these step- or in-law relationships, whether established by blood or marriage including common law marriage) should not provide, solicit or accept cash or its equivalent, entertainment, favors, gifts or anything of substance to or from competitors, vendors, suppliers, customers or others that do business or are trying to do business with Company. Loans from any persons or companies having or seeking business with Company except recognized financial institutions, should not be accepted. All relationships with those who company deals with should be cordial, but must be on an arm's length basis. Nothing should be accepted, nor should the employee have any outside involvement, that could impair, or give the appearance of impairing, an employee's ability to perform his/her duties or to exercise business judgment in a fair and unbiased manner.

This Policy does not prohibit normal and appropriate gifts, hospitality, entertainment and promotional or other similar business expenditure, such as calendars, diaries, pens, meals and invitations to theatre and sporting events (given and received), to or from Third Parties. However, the key determining factor for appropriateness of the gift or hospitality and/or its value would be based on facts and circumstances under which such gift or hospitality is provided.

The practice of giving gifts and hospitality is recognized as an established and important part of doing business. However, it is prohibited when they are used as bribes. Giving gifts and hospitality varies between countries and sectors and what may be normal and acceptable in one country may not be so in another. To avoid committing a bribery offence, the gift or hospitality must be:

- a. Reasonable and justifiable in all the circumstances
- b. Intended to improve the image of Company, better present its products and services or establish cordial relations

The giving or receiving gifts or hospitality is acceptable under this Policy if all the following requirements are met:

- a. It is not made with the intention of influencing a Third Party to obtain/ retain business or a business advantage or to reward the provision or retention of business or a business advantage or in explicit or implicit exchange for favors/ benefits or for any other corrupt purpose
- b. It complies with local laws and customs
- c. It does not include cash or a cash equivalent (such as gift certificates or vouchers)
- d. It is appropriate in the circumstances. For example, in U.S. it is customary for small gifts to be given at Christmas time
- e. Taking into account the reason for the gift or hospitality, it is of an appropriate type and value and given at an appropriate time
- f. It is given openly, not secretly and in a manner that avoids the appearance of impropriety

5. What is not acceptable?

It is not acceptable for any employee of Company (or someone on his / her behalf) to:

- a. Accept an offer of a gift of any size from any Third Party which is in negotiation with, or is submitting a proposal with the company
- b. Give, promise to give or offer any payment, gift, hospitality or advantage with the expectation or hope that a business advantage will be given or received or to reward a business advantage already given
- c. Give, promise to give or offer, any payment, gift or hospitality to a government official, agent or representative to “facilitate” or expedite a routine procedure
- d. Accept or solicit any payment, advantage, gift or hospitality from a Third Party that you know or suspect is being offered with the expectation that it will obtain a business advantage for them
- e. Threaten or retaliate against, another employee who has refused to commit a bribery offence or who has raised concerns under this Policy
- f. Engage in any activity that might lead to a breach of this Policy

The points stated above are illustrative in nature and in no way intend to limit the applicability of this Policy.

6. Willful blindness

If an employee willfully ignores or turns a blind eye to any evidence of corruption or bribery within his / her department and/or around him / her, it will also be taken against the employee. Although such conduct may be “passive”, i.e. the employee may not have directly participated in or may not have directly benefited from the corruption or bribery concerned, the willful blindness to the same can, depending upon the circumstances, carry the same disciplinary action as an intentional act.

7. Facilitation payments and kickbacks

Neither an employee of Company nor any person acting on behalf of Company shall make and shall not accept facilitation payments or “kickbacks” of any kind. “Facilitation Payments” are typically small, unofficial payments (sometimes known as “grease payments”) made to secure or expedite a routine government action by a government official. “Kickbacks” are typically payments made to commercial organizations in return for a business favor/ advantage, such as a payment made to secure the award of a contract.

You must avoid any activity that might lead to or suggest that a Facilitation Payment or Kickback will be made or accepted by Company. Facilitation Payments are known to be prevalent in many countries and industry sectors. There You may be concerns, that the inability to make such payments may cause difficulties in doing business in some jurisdictions and that this may result in loss of income or contract. The guidance set out below is intended to help support you in circumstances when you are asked to make Facilitation Payments.

8. Blackmail/ extortions

We remain committed to our policy of not making Facilitation Payments. The only limited exception to this is in circumstances where you or the Third Parties are left with no alternative but to make payments in order to protect against loss of life, limb or liberty. In such circumstances, you make the payment and it is your immediate responsibility to contact your Manager as soon as possible after the event, so that the incident can be properly recorded, reviewed and accounted for with the authorities.

9. Charitable donations

As part of its corporate citizenship activities, Company may support local charities or provide sponsorship, for example, to sporting or cultural events. We only make charitable donations that are legal and ethical under local laws and practices and also within the corporate governance framework of the organization.

10 How to raise a concern

Every person, to whom this policy applies too, is encouraged to raise their concerns about any bribery issue or suspicion of malpractice at the earliest possible stage. If he / she is unsure whether a particular act constitutes bribery or corruption or if he / she has any other queries, these should be raised with their respective Manager

11 What to do if you are a victim of bribery and corruption?

It is his / her responsibility to inform / report it to their respective as soon as possible if you are offered a bribe by a third party, you are asked to make one, suspect that this may happen in the future or believe that you are a victim of another form of corruption or other unlawful activity. You must refuse to accept or make the payment from or to a third party, explain our policy against accepting or making such payment and make it clear that the refusal is final and non-negotiable because of this Policy. If you encounter any difficulty making this refusal, you should seek assistance from your Manager

12 Waiver and amendment of the policy

We are committed to continuously reviewing and updating our policies and procedures based on the learning. This is so even when Company enters new market/ sector/ country which may pose a risk under this Policy. The Compliance/ HR team will monitor the effectiveness and review the implementation of this Policy, regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible. Therefore, this document is subject to modification. Any amendment or waiver of any provision of this Policy must be approved in writing by the Company's Board of Directors. The Policy will be reviewed and audited from time to time which requires cooperation from all concerned

29. Freedom of Association and Collective Bargaining

Maswer complies with all applicable laws, regulations and collective bargaining agreements. When local laws and regulations set lower standards but do not prohibit applying International standards that exceeds local laws and regulations, Maswer will apply the international laws:

- + Allow employees to freely elect worker representative of their choice
- + Afford facilities to workers' representatives as may be appropriate to enable them to carry out their functions promptly and effectively and in such a way that does not impair the efficient operations of Maswer
- + Allow workers to consult with management regarding workplace processes

- + Recognise worker representatives and engage in good faith collective bargaining processes with them
- + Allow workers to freely elect their own representatives in situation where the right to freedom of association and collective bargaining is restricted under law
- + Conduct due diligence to identify operations in which the right to freedom of association and collective bargaining may be at risk

The policy will be communicated to personnel by providing them with access to this policy and any related standards and other stakeholders by communicating internally and externally on progress in implementing this commitment.

To ensure the effective implementation of this policy, Maswer will:

- + Develop procedures and guidelines consistent with this policy that are appropriate to local conditions and regulations
- + Ensure that grievance mechanism is available for receiving and addressing complaints of violations of this policy and is communicated to all relevant stakeholders.

30. Human Rights

Maswer is committed to responsible corporate practices in the area of human rights and working conditions and aligns with practices recommended by industry standards such as the Global Automotive Sustainability Practical Guidance and the RBA Code of Conduct, which incorporates the International Bill of Human Rights, namely the Universal Declaration of Human Rights (1948), the International Covenant on Economic, Social and Cultural Rights and the International Covenant on Civil and Political Rights and its two Optional Protocols (1966). Maswer also adheres to the principles set forth in the fundamental ILO Conventions, namely the Forced Labor Convention (1930), the Minimum Age Convention (1973), the Worst Forms of Child Labor Convention (1999) and ILO Declaration on Fundamental Principles and Rights at Work (1998).

Maswer's human rights expectations apply to all of our personnel, business partners and other parties directly linked to our operations, products or services; as such, Maswer is committed to respecting the United Nations Guiding Principles for Business and Human Rights (2011) and its principles within our operations and supply chains. The working conditions of our employees are, at minimum, in compliance with internationally recognized labor standards and the laws of the countries we operate in. When national law directly conflicts with international human rights standards or does not fully comply

with them, Maswer will seek ways to respect internationally recognized human rights, such as those enshrined in the conventions mentioned above.

31. No Child Labour

Maswer will not employ children below the minimum age for employment according to applicable regional law, in any case not under the age of 15. Furthermore, Maswer shall ensure that persons under the age of 18 do not perform any offshore duties or undertake any hazardous work that could jeopardize their health or safety, including night shifts and overtime. “Child labor” means any work by a child or young person, unless it is considered acceptable under the ILO Minimum Age Convention 1973 (C138).

Maswer supports the use of legitimate workplace learning programs that comply with all laws and regulations, provided that these laws and regulations are aligned with international standards. Maswer will ensure proper management of student workers through effective maintenance of student records, rigorous due diligence of educational partners, and protection of students’ rights in accordance with applicable law and regulations. In any case, appropriate support and training shall be provided to all student workers. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

1. No Forced Labor

Maswer does not tolerate any form of forced labor, including debt bondage, indentured labor or involuntary prison, nor any involvement in human trafficking in its business activities. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. Maswer will not unreasonably restrict Page 2 of 4 workers’ freedom of movement throughout company-provided facilities nor unreasonably restrict workers’ entering or exiting company-provided facilities.

Maswer will engage with suppliers to eradicate modern slavery, forced labor and human trafficking in its supply chain.

2. Prohibition of Human Trafficking Related Activities

Maswer adheres to the provisions of the California Transparency in Supply Chains Act of 2010 and the UK Modern Slavery Act of 2015, and where applicable, to the regulations established under FAR 52.222-50, all of which are addressed in Maswer’s Policy titled “Compliance with Existing Law and Federal Acquisition Regulations (FAR) Regarding the Combatting of Human Trafficking”.

3. Working Conditions

Working hours, breaks, holidays and leave periods will be established in compliance with local laws and agreements, and in any case, a workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off every seven days. Maswer shall ensure that all employees are provided with written agreements of employment and are free to leave their work after giving reasonable notice.

Furthermore, compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law. Imported and migrant workers are to be provided equal wages, benefits and working conditions.

As part of the hiring process, workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment prior to the worker departing from his or her country of origin. All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment. Employers and agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such holdings are required by law. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment. If any such fees have been paid by workers, such fees shall be repaid to the worker.

4. Health and Safety

Maswer consistently complies with applicable environmental, safety and health (ESH) regulations as well as customer, community and other requirements. Maswer furthermore commits to continual improvement of its operations, progressively reducing the potential ESH impact of its activities, by focusing on: the health, safety and productivity of employees and processes; efficient use of natural resources; and prevention of pollution. Maswer sets and reviews relevant ESH objectives and targets for its operations worldwide and on a regular basis.

5. Non-Discrimination & Anti-Harassment

Maswer ensures equal opportunity for all without discrimination or harassment on the basis of sex, race, age, color, disability, ethnic or national origin, sexual orientation, religion, social or marital status, or other status protected by applicable law. Maswer respects employee's and business partners' freedom of thought, conscience and religion.

Maswer does not tolerate any acts of sexual harassment or other forms of discrimination or harsh treatment. Maswer encourages all employees and business partners to report and remedy harassing workplace conduct with the goal of eliminating such conduct quickly and effectively, even in cases in which the reported conduct may not be severe and pervasive so as to constitute a violation of federal law. Maswer has established an Ethics Hotline, which is available for use twenty-four hours per day.

Maswer is committed to gender equality, and believes that equal work deserves equal pay.

6. Contractor and Supplier Requirements

Beyond observing these requirements in its own operations, Maswer requires that its contractors, subcontractors, suppliers and their sub-suppliers adhere to the requirements of this Policy. Suppliers that fail to adhere to these requirements may be subject to sanctions, including, but not limited to, termination of their agreements with Maswer for default.

7. Verification of Compliance & Measures to Address Non Compliance

With this Policy at Maswer facilities will be reviewed and documented by periodic internal audits.

Maswer supply chain compliance efforts will focus on direct suppliers, and their employees and contractors, all of which are required to comply with applicable laws and to acknowledge and agree to Maswer's Code of Business Conduct and Ethics, and this Policy. Maswer will conduct periodic audits of its suppliers. Subcontractors or suppliers that pose potentially greater risks may be subject to more detailed risk assessments and additional verification. Non-compliance with this Policy or relevant laws and regulations may lead to sanctions or penalties, including, but not limited to, termination.

8. Relationship to Maswer's Code of Business Conduct and Ethics

This Policy is intended to supplement and strengthen Maswer's commitment to human rights under its existing Code of Business Conduct and Ethics. All Maswer employees and contractors are offered training annually on the provisions of the Code of Business Conduct and Ethics, and the training of employees, contractors, and suppliers will cover the provisions of this Policy. To support compliance with this Policy, Maswer encourages its employees to report any concerns regarding potential violations of this Policy, or any related law or regulations using its Ethics Hotline at www.Maswer.ethicspoint.com, which is available for use twenty-four hours per day. Reports can be made without fear of retaliation.

32. Modern Slavery

We provide a modern slavery training program for our own employees. As a global organisation employing workers around the world, we recognize the responsibility and opportunity we have to raise awareness among our employees on relevant human rights and social responsibility issues. We expanded our training program to educate employees throughout our entire global fulfillment network to recognize signs of modern slavery and report concerns to appropriate authorities in a way that puts the interests of victims first. Our global security operations team has immediate response protocols in the event of a suspected modern slavery-related issue, regardless of where the issue arises.