

## HR POLICY HANDBOOK



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## **Introduction**

This HR Policy Handbook establishes policies, procedures, benefits, and working conditions that will be followed by all employees as a condition of their employment with Induz. The Standards of Conduct describe the expected actions and behaviours of employees while conducting Company business.

The policies and procedures outlined in this handbook will be applied at the discretion of the company. The company reserves the right to withdraw or change the policies, procedures, benefits, and working conditions described in this handbook at any time, for any reason and without prior notice.

Induz strives to provide an employee friendly oriented environment in which goal oriented individuals thrive as they achieve ever more demanding business challenges. These policies, procedures and working conditions provide a work environment in which both customer interests and employee interests are protected.

Induz values the talents and abilities of our employees and seeks to foster an open, cooperative, and dynamic environment in which employees and the Company alike can thrive.

All employees should familiarize themselves with the policies, procedures, working conditions and benefits described in this handbook. You will be asked to affirm that you have read, understand, agree to abide by and acknowledge your receipt of this employee handbook and Standards of Conduct.

Best Regards

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CEO

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## 1.0 Recruitment & Selection Policy

### **Recruitment**

The recruitment process begins with the assessment of the need for extra skills and experience for the company's growth. Once the need for new skillsets and experience has been confirmed, the hiring team commences the recruitment process.

### **Process for a job posting and advertising**

The process for job postings and advertising is initiated by the HR department. These job postings include a brief description of the job opening and communicate the mission and vision of the company. These are advertised internally and externally with various sources until the position is filled.

### **Recruitment methods**

The hiring team will undertake various recruitment methods until the position is filled with suitable candidates. Some of the recruitment methods are internal referrals, job fairs, online job boards, internal recruitment methods, etc. The hiring department is responsible for tracking and retaining applications.

### **Applicant screening**

The hiring team is responsible for reviewing the documents to assess whether the applicants meet the minimum requirements stated in the job description. An evaluation is conducted on the work experience, education, skills, certifications, etc. The screening process shortlists candidates on to the next stages, such as interviews and assessments.

### **Interview**

The hiring team conducts the interviews. Interviews or assessments are conducted using various interview methods or behavioural or competency-based interviews/assessments. Applicants who are not selected are duly notified. Some of the types of interviews are panel interviews, phone interviews, and one-on-one interviews.

### **Evaluation of candidates**

Once the assessment or interview stage has been cleared by the candidates, they are evaluated based on the results of their interviews/assessments. After clearing this stage, they move on to the final selection process.

### **Offer process**

Selected candidates receive a job offer. If the candidate fails to accept the job offer within 7 days, the offer may become invalid or revoked by the company.

### **Background checks and pre-employment screening**

Background checks and testing may be done to confirm the education, profession, previous employment, address, criminal history, and other information provided by the employee.

### **Employment contract**

The employment contract will comprise an appointment letter outlining the terms and conditions of employment, including the duties, work hours, compensation, requirements, or expectations related to the position. It will also include probationary periods,

termination and notice periods, confidentiality, etc. The employee is expected to sign this and other documents like the non-disclosure agreement, etc.

The compensation offered to the employee will be in line with the minimum wages as notified by the authorities through the Telangana Minimum wages Notifications as per the Telangana Minimum wages rules, 1960 and the company's policy to ensure market competitive pay.

### **Diversity and Inclusion**

The company is committed to fostering a diverse and inclusive workplace environment through:

- Encouraging diverse individuals to apply
- The fair and equal evaluation process
- Inclusive selection criteria
- Outreach and partnerships
- Unconscious bias awareness
- Equal opportunities and accommodations for candidates with disabilities

## 2.0 Employee Exit Policy

This policy lays down the termination/ separation process followed by the company. It explains the release formalities, the notice period required to be served, treatment of benefits, exit interview procedures, etc.

This policy is applicable to all employees throughout the company unless otherwise specified. An employee will be deemed to have been terminated from the company if any of the following terms are fulfilled:

- 1 An employee resigns from the company
- 2 His/her services are no longer required by the company.
- 3 He/she is removed or dismissed by the company.
- 4 On the expiry of the contract period.

### **Voluntary Resignation**

Resignation is a voluntary decision of the employee to terminate providing services to the company. An employee resigning voluntarily shall serve a letter of resignation to his/her immediate supervisor copied to the Human Resources Team. Alternately, salary in lieu of notice period to be paid.

Every employee resigning voluntarily by way of resignation is required to serve a notice period as specified in the employee's agreement, from the date of serving a written communication about the same.

### **Termination for cause**

The company may choose to terminate the employee's services for:

1. Inferior skills or work performance
2. Improper behaviour or attitude
3. Low integrity
4. Material discrepancies in the information provided during the time of appointment.
5. Any other reason hampering the company's goals

In the case of such terminations for cause, the company has the right to enforce separation with immediate effect without any prior notice.

### **Retrenchment / Collective dismissal**

Termination of an individual or a group of individuals other than for cause could be, without limitation, for reasons of Closing of project with a client, Elimination of position due to business changes, Downsizing due to poor business conditions, etc.

In such situations, the company shall either

- Require the employee to serve out the entire Notice Period, (or)
- In case the company does not require the employee to serve out the full notice period and prepones the last working day, the company shall pay the employee the salary with benefits for the number of days preponed.

### **Full & Final Settlement**

Upon separation, an employee is entitled to the following salary & benefits. The salary & benefits will be calculated pro-rata up to the last working day

- Fixed Salary and Allowances up to the day's last working date
- Salary in lieu of notice period, if applicable as per the provisions of this policy
- The net number of dues will be paid to the employee after adjusting deductions and recoveries as applicable. The company will the end of the next calendar month from the month in which the employment has ceased, provided the clearance certificate complete in all respects has been forwarded to the Finance Department.

The employee is expected to submit all of the company's assets including but not limited to any technological gadgets, company credit cards, vehicle, identity card, etc before the last day of the notice period. Any conduct contrary to this rule may halt/abort your termination process.

A relieving letter will be issued by the company upon fulfilment of the termination process. In order to enhance employee satisfaction, the HR team may conduct an exit interview. You are requested to co-operate and be honest about the same.



## 3.0 Leave Policy

### 1. PURPOSE

The purpose of this policy is to establish the guidelines and the procedure with respect to the various Leave of absence for employees at **Induz**).

### 2. SCOPE

The various categories of leave are -

- Earned Leave
- Casual Leave
- Sick leave
- Casual leave for Vasectomy / Tubectomy
- Bereavement Leave
- Maternity Leave
- Paternity Leave
- National and Festival Holiday

#### Definition

- **"Year"** means a calendar year beginning on January 1 and ending on December 31.
- **"Approver"** will mean the reporting manager.

**"Leave Management System"** will be through an online web enabled tool (<https://www.zoho.com/people/>) to track employee's leave.

### 3. ELIGIBILITY

This policy is applicable to all employees of **Induz** working at any location in India.

### 4. ENTITLEMENT FOR VARIOUS CAEGORIES OF LEAVE

#### 4.1 Earned Leave

Employees are entitled to 1.25 days of earned leave (EL) for every completed month of service in the Company. The annual earned leave for an employee is restricted to 15 days

An employee joining the Company after 15th of a month will be eligible for 0.50 days of leave credit only for the first month of service with the Company

Employees desiring to go on leave but do not have sufficient leave to their credit will be granted advance leave and it cannot exceed 12 days of negative leave. This leave will be deducted from their entitlements in the subsequent months.

Employees are eligible accumulate unused Earned leave up to a maximum of 60 days. The unused leave beyond the permitted accumulation days will automatically lapse.

#### **4.2 Leave Encashment**

Leave encashment is calculated on the basic fixed salary and it is taxable

An employee is allowed to encash a maximum of 8 days of Earned Leave accumulated in the previous year in spite of the number of days accumulated. Complete encashment of all accumulated Earned leaves will be permitted during separation from the company.

**The formula for computing leave encashment payout is:**

- $(\text{Monthly Basic Salary} / 30) \times \text{No. of days earned leave accumulated}$

#### **4.3 Leave Without Pay**

A leave of absence without pay may be granted at the discretion of the company. Requests for Personal leave should be limited to compelling circumstances. The leave will be considered as loss of pay (LOP) ONLY when the earned leaves are exhausted

Leave without pay must be applied for only in compelling situations and after prior approval of the reporting manager

The LOP period is EXCLUSIVE of Saturdays, Sundays, and holidays.

#### **4.4 Casual Leave**

Employees are entitled to 12 days of Casual leave (CL) in a calendar year; for new joiners, the CL will be prorated as per their date of joining. This leave cannot be carried forward to the next year and cannot be encashed.

Manager reserves the right to approve this leave based on the requirement

Casual leave cannot be taken more than 2 days continuously

The leave period is exclusive of Saturday, Sunday, and holidays. For example, if an employee is on casual leave from Friday through Monday (commencing work on Tuesday), it will be considered as 2 days and not as 4 days of Casual leave

#### **4.5 Sick Leave**

Employees are entitled to 12 days of Sick Leave (SL) in a calendar year. for new joiners, the CL will be prorated as per their date of joining. This leave cannot be carried forward to the next year and cannot be encashed.

#### **4.6 Special Casual Leave**

Employees are entitled to 6 days of special Casual leave only once during the term of employment if he / she has undergone vasectomy or tubectomy operation, subject to the production of a certificate therefor from an authorised medical practitioner under whom he / she has undergone the operation.

This can be taken only after 6 months of employment with the company.

#### **4.7 Bereavement Leave**

Employees may avail 5 days of bereavement leave on the demise of their immediate family members which will include his immediate family, parents, and parents in law and siblings. These 5 days of bereavement leave are to be availed at one time without breaks.

#### **4.8 Maternity Leave**

As per the "The Maternity Benefit (Amendment) Act, 2017", female employees are eligible for a maternity leave of 26 weeks. These 182 days are **INCLUSIVE** of Saturdays, Sundays, and holidays. Maternity leave cannot be taken in a staggered manner. Expectant mothers can avail the maternity leave **8 weeks** prior to the delivery date.

#### **4.9 Paternity Leave**

Employees may avail 2 weeks of paternity leave. Paternity leave cannot be taken in a staggered manner and inclusive of Saturday, Sunday, and Holiday.

#### **5.0 National and Festival Holidays**

Employees are eligible to avail National and Festival Holidays of 12 days in a calendar year as per Published holiday list.

26th January (Republic Day), 1st May (May Day), 15th August (Independence Day), 2nd October (Gandhi Jayanthi) and 2nd June (Telangana Formation Day) shall be mandatory holidays in this.

### **6. PROCEDURE FOR APPLYING LEAVE**

Before an employee goes on leave (any type of leave except sick leave), he/she needs to fill out the leave details in The Leave Management System. The leave(s) must be approved by the reporting manager.

The reporting manager can use his/her discretion to approve or reject the leave request depending on the business exigencies.

When an employee goes on an unplanned leave, he/she must try to intimate the reporting manager of the unplanned leave as early as possible or before he/she returns to work. Subsequent to the employees return to work, he/she must apply for leave in the Leave Management System

### **7. GUIDELINES**

- Saturday, Sunday, and holidays will not be accounted for when availing earned leave.
- An employee may not take leave while serving the notice period.

## 4.0 Working hours & Overtime Policy

The standard working hours of the company are 9am to 5pm, 5 days a week. However, the company provides flexibility of working any 9 hours per day and 5 days a week.

While the working hours are fixed, the employees are expected to stretch beyond the working hours as required to meet any customer exigency requirements. In such situations, employees will not be paid overtime and may be permitted a compensatory day off at the discretion of their supervisor depending on the number of additional hours worked.

Where the employee works on a weekend to meet official requirements, he / she will be allowed to take a compensatory day off in the next week.

## 5.0 Freedom of Association and Collective Bargaining

Induz is committed to creating an ethical workplace, maintaining good relations, communications, and dialogue, and ensuring that all employees are treated fairly and equally, in principle and practice. In doing so, the company ensures compliance with laws that ensure freedom of association and the right to engage in collective bargaining.

The Freedom of Association comes along with the duties of individuals and groups to ensure that their objectives are not subversive, criminal and are aligned to the business interests of the company. The company may impose specific restrictions on some of the objectives or actions of any individual or Group under this Policy if it has reason to believe that such actions are contravening good governance or are illegal as per the laws of the land

The Company respects the right of employees to exercise their lawful right of free association, participation, and Collective bargaining. All workers can freely exercise their right to form or join a union of their choice, to seek representation and collectively bargain and do so without fear of intimidation, harassment or obtaining prior approvals, unless legally required. Workers know and understand their rights, including any legal right to strike. No other worker, manager or other company representative impedes them in the enjoyment of these rights.

Collective bargaining negotiations are entered into in good faith when requested from any legally recognized representative group of workers and collective agreements are concluded and implemented. Worker representatives are not discriminated against, and unfair labour practices do not take place against them because of their role as worker representatives. They have reasonable access to conduct their representative functions in the workplace.

## 6.0 Prohibition of Child Labour Policy

This policy ensures that no form of child labour is used in any of the Company's business operations. Company firmly believes in children's right to education, protection and development and will not employ or engage children under the legal working age in any form of employment.

Company is committed to ensuring that no individual below the legal minimum working age, as defined by national laws, is employed under any circumstances.

All employees are required to adhere to this policy, report any violations, and cooperate in the implementation of this policy.

All suppliers, contractors, and business partners must comply with this policy and the relevant child labour laws. Suppliers are required to provide documented proof that no child labour is used in their operations or the supply chain. Any suppliers, vendors, or contractors who are found to employ child labour will be subject to the termination of their business relationship with the company.

## 7.0 Prohibition of Forced Labour Policy

This Policy outlines the company's commitment to maintaining ethical practices and ensuring that no form of forced, bonded, or involuntary labour is employed in any of its operations. The company strictly opposes all forms of forced labour and is dedicated to creating a work environment based on respect, fairness, and freedom.

Company is committed to ensuring that:

- No forced or bonded labour is used in any form within the company or its supply chain.
- No employee is coerced to work through violence, threats, manipulation, or abuse of power.
- All employees work voluntarily, and they have the right to leave their employment after giving reasonable notice as per their employment contract.
- Employees' freedom of movement will not be restricted, and they will not be required to lodge deposits or identity documents with the company as a condition of employment.

All suppliers, contractors, and business partners must comply with this policy and relevant forced labour laws. Suppliers must guarantee that no forced or involuntary labour is employed within their operations or in any part of their supply chain. Suppliers must provide documented proof of compliance and allow the company to audit their operations if necessary.

## 8.0 Employee Code of Conduct Policy

Our Code of Conduct is the first step for an employee to get clarity on any questions relating to ethical conduct. It sets forth our core values, shared responsibilities, global commitments, and promises, and general guidance about the Company's expectations. However, our Code cannot possibly address every situation we face at work. Therefore, the Code is by no means a substitute for our good and unbiased judgment. We must remember that each of us is responsible for our own actions. The ethical choice is always the best choice.

Our Code of Conduct applies to all our employees regardless of employment agreement, rank, or location. The Code also applies to third parties, such as consultants, agents, suppliers, and others acting on the Company's behalf.

### **Cordial Atmosphere**

To work effectively, all of us need a healthy and safe work environment. We provide a work environment free of coercion, discrimination, and harassment. Therefore, respect, inclusiveness and shared ethical values are at the heart of our core values. Irrespective of your department and rank, you should conform with our equal opportunity policy in all aspects of the work, from recruitment and performance evaluation to interpersonal relations. Remember, all forms of substance abuse as well as the use or distribution of drugs and alcohol while at work is strictly prohibited.

### **Compliance With Law**

We comply with all laws, whether local, national, or regional. All our employees, and those acting on our behalf must protect the Company's legality. They should comply with all environmental, safety and fair dealing laws. Violations of law can result in significant harm to the Company, including financial penalties, denial of government contracting privileges, imprisonment for criminal misconduct and damage to our business relationships and reputation. People associated with us are expected to be ethical and responsible when dealing with our company's finances, products, partnerships, and public image.

### **Protection Of Company Property**

All employees should treat our Company's property, whether material or intangible, with respect and care. Employees should not misuse Company equipment or use it frivolously and should respect all kinds of incorporeal property. This includes trademarks, copyright and other assets including intellectual property. Employees should use them only to complete their job duties. Additionally, the use of our assets for individual profit or any unlawful, unauthorized personal or unethical purpose is prohibited.

### **Our Deliverables**

Employees must compete fairly and ethically for all business opportunities. We serve our clients, regardless of role focusing on the best interests of our clients. Employees involved in the sale of our products and services must ensure that all statements, communications, and representations to clients are accurate, complete, and truthful. Similarly, you must not make or attempt to make any unauthorized commitments on the Company's or our



client's behalf. Do not inappropriately implicate or involve the Company in your disputes with clients or others.

### **Financial Integrity And Accounting**

Accurate and reliable financial and business records are of critical importance. You must not engage in any actions that could result in conveying false or inaccurate financial information to our Company or our clients. You must ensure that all submissions you make to the Company or the client on our behalf are complete and accurate.

### **Company Confidential Information**

For any Company, its confidential information is a valuable asset and every director, employee, and agent of the Company must protect it. Confidential information includes all non-public information. It also includes personal information obtained from any source in the course of business. An important element of such protection is maintaining the confidentiality of confidential information and other proprietary information.

### **Responsible Social Media Usage**

We expect you to comply with applicable laws and government guidelines governing social media. When using any form of social media, you must comply with this Code of Conduct. You must not disclose any confidential information about the Company or any of its employees, contractors, or third-party vendors. We do not encourage you sharing and being part of any political or social propaganda on behalf of the Company unless specifically asked to do so.

### **Conflict Of Interest**

We must avoid situations involving an actual or potential conflict of interest so that even the slightest doubt about our integrity is not raised. To avoid conflicts of interest and any appearance of favoritism, ensure that you do not work directly for, supervise, or make employment decisions about a family member. Personal or romantic involvement with a competitor, supplier, or another employee of the Company might affect your ability to exercise good judgment on behalf of the Company. This could lead to a conflict of interest. Personal relationships and romantic liaisons between employees who are in a manager employee reporting structure may lead to team management challenges and reduced morale. Such relationships must be disclosed to the manager immediately who may take appropriate corrective action.

### **Always Be Professional**

All employees must show integrity and professionalism in the workplace:

#### **Personal Appearance**

All employees must follow our dress code and personal appearance guidelines, as applicable.

#### **Corruption**

Employees accepting gifts from clients or partners is not allowed. We prohibit bribery for the benefit of any external or internal party.

#### **Job Duties And Authority**

All employees should fulfil their job duties with integrity and respect toward customers, stakeholders, and the community. Supervisors and managers must not abuse their authority. We expect them to delegate duties to their team members taking into account their competences and workload. Likewise, we expect team members to follow team leaders' instructions and complete their duties with skill and in a timely manner.

### **Absenteeism And Tardiness**

Employees should follow their schedules. We can make exceptions for occasions/emergencies that prevent employees from following standard working hours or days. But generally, we expect employees to be punctual when coming to and leaving from work. Always keep your Manager informed of your delayed reporting to work or absenteeism from work.

### **Communication**

All employees must be open for communication with their colleagues, supervisors, or team members.

### **Benefits**

We expect employees to not abuse their employment benefits. This refers to time off, insurance, facilities, subscriptions, or other benefits our Company offers.

### **Policies**

All employees should read and follow the Company policies. For any queries, they should ask their managers or HR department.

### **A Good Corporate Citizen**

We support and respect human rights, foster environmental responsibility and encourage our people's involvement in the communities where we work and live.

### **Disciplinary Actions**

Our Company may have to take disciplinary action against employees who repeatedly or intentionally fail to follow our Code of Conduct. Disciplinary actions will vary depending on the violation.

Possible Consequences Include:

- Demotion
- Reprimand
- Suspension Or Termination For More Serious Offenses.
- Detraction Of Benefits For A Definite Or Indefinite Time.

We may take legal action in cases of corruption, theft, embezzlement, or other unlawful behaviours.

## 9.0 Non-discrimination and Equal employment opportunity policy

Induz is an equal opportunity employer and endeavours to treat the job applicants and employees equally without regards to their race, religion, caste, gender, color, age, national and ethnic origin, marital status, sexual orientation, physical disability, and political affiliation.

This includes equal opportunity in employment, upgrading, promotion or transfer, recruitment or recruitment advertising, layoff or termination, wages or other compensation, selection for training, including internship.

We ensure and maintain a work environment free of harassment, threats, intimidation, discrimination, and coercion at all sites and in all facilities at which employees are assigned to work. Any employee who violates this policy will be subjected to disciplinary procedure as per Disciplinary Policy.

Induz will not retaliate nor discriminate against any employee or applicant because he or she has opposed any unlawful employment practice or filed a charge of employment discrimination, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing related to employment practices.

There will be no tolerance for any form of discrimination and appropriate disciplinary action will be taken as per the Disciplinary Policy, including possible termination, of any person determined to have engaged in unlawful conduct under this policy.

## 10.0 Prevention of Sexual Harassment Policy

### **PURPOSE**

Induz believes in creating a workplace where all employees are able to work free of any fear of prejudice, unfair treatment or bias whether based on gender or otherwise. The Company will not tolerate or condone Sexual Harassment (as defined hereinafter) at the Workplace (as defined hereinafter), as it is a violation of a person's fundamental rights to life, equality, their right to live with dignity, and to practice any profession or to carry on any occupation, trade or business, which includes the right to a safe environment free from Sexual Harassment. It creates an unhealthy and unproductive atmosphere at the Workplace.

The Company expects its employees to always behave in a dignified and respectful manner at the Workplace. The objective of this Policy on Prevention of Sexual Harassment ("Policy") is to provide protection against Sexual Harassment at Workplace and for the redressal of complaints of Sexual Harassment and for matters connected therewith.

The Company has zero-tolerance for Sexual Harassment. The Company values each and every employee working with it and wishes to protect their dignity and self-respect. In doing so, the Company is determined to promote a working environment in which people of any gender complement each other as equals in an environment that encourages maximum productivity and to keep personal dignity.

The Company is committed towards giving every employee a just and fair hearing on issues encountered by them at the Workplace with special attention to Sexual Harassment. The Company will take very serious disciplinary action against any victimization of the employee who is complaining or the alleged harasser that may result from a complaint. Sexual Harassment at the Workplace will be considered a grave offence, and the Company is committed to take all necessary action to ensure that its employees are not subjected to any form of harassment.

### **SCOPE**

This Policy has been drafted keeping in mind the basic tenets of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 ("POSH Act") and any amendments made thereto, read with the rules framed thereunder. This Policy will apply to all the Employees (as defined hereinafter) at the Workplace.

This Policy covers any and all forms of alleged acts of sexual harassment, as described under the POSH Act of women by men, of men by women or between the same sexes. Sexual harassment is unlawful irrespective of who is involved in such behavior.

"Annexure A" of this Policy provides an indicative list of examples of behavior which may be found to constitute Sexual Harassment in the Workplace.

"Annexure B" of this Policy provides the details of the Internal Complaints Committee of the Company. The members of the Internal Complaints Committee shall be appointed for

a period of 3 (Three) years from the date of their appointment. Upon completion of the tenure of a member, the Internal Complaints Committee shall be reconstituted by the Company.

## 1. DEFINITIONS

For the purpose of this Policy, the following terms when capitalized shall have the meaning set out as follows:

- 1.1. **"Aggrieved Person"** means a person of any age, whether employed or not by the Company, who alleges to have been subjected to any act of Sexual Harassment at the Workplace.
- 1.2. **"Employee"** means any person employed by the Company for any work on regular, temporary, *ad hoc* or daily wage basis, either directly or through an agent, including a contractor, with, or without the knowledge of the principal employer, whether for remuneration or not, or employing working on a voluntary basis or otherwise, whether the terms of employment are express or implied and includes a co-employee, a contract employee, consultant, advisor, probationer, trainee, apprentice or person called by any such name.
- 1.3. **"Respondent"** means any person against whom the Aggrieved Person has made a complaint.
- 1.4. **"Sexual Harassment"** includes any one or more of the following unwelcome acts or behaviour, whether directly or by implication, namely:
  - 1.4.1. physical contact and advances; or
  - 1.4.2. a demand or request for sexual favours; or
  - 1.4.3. making sexually coloured remarks; or
  - 1.4.4. showing pornography; or
  - 1.4.5. any other unwelcome physical, verbal, or non-verbal conduct of sexual nature.

The following circumstances, among other circumstances, if it occurs or is present in relation to or connected with any act or behaviour of sexual harassment may also amount to Sexual Harassment:

- a) an implied or overt promise of preferential treatment in the Aggrieved Person's employment.
- b) an implied or overt threat of detrimental treatment in the Aggrieved Person's employment.
- c) an implied or overt threat about the Aggrieved Person's present or future employment status.
- d) any interference with the Aggrieved Person's work or creating an intimidating or offensive or hostile work environment for the Aggrieved Person; or
- e) humiliating treatment likely to affect the Aggrieved Person's health or safety.

Any act of Sexual Harassment, whether committed within or outside of office hours will fall under the purview of this Policy.

1.5. **"Workplace"** means:

- 1.5.1. all premises, locations, offices, or units, established, owned, and controlled by the Company or
- 1.5.2. any place visited by the Employee arising out of or during the course of employment including but not limited to transportation, accommodation provided by the Company for undertaking such journey.
- 1.5.3. The decision of the ICC (defined below) on whether an act of sexual harassment occurred within the Workplace shall be final.

**2. INTERNAL COMPLAINTS COMMITTEE**

2.1. An appropriate complaint mechanism in the form of an Internal Complaints Committee ("**ICC**") has been set up by the Company for redressal of any complaints of Sexual Harassment forwarded by the Aggrieved Person. The ICC will comprise of the following members:

- 2.1.1. Presiding Officer, who shall be a senior level woman employee at the Company. In case a senior level woman employee is unavailable, the Presiding Officer shall be nominated from other offices of the Company. In case a senior level woman employee is unavailable in other offices, the Presiding Officer shall be nominated from any other workplace of the Company or from another organization.
- 2.1.2. A minimum of 2 (Two) members from amongst the Employees at the Company's office who preferably are committed to the cause of women or who have experience in the field of social work or having legal knowledge; and
- 2.1.3. 1 (One) member from any non-government organization or association committed to the cause of women or a person familiar with issues relating to sexual harassment.

A list of members for each of the states where the offices of the Company are present, as on the date of publication of this Policy, along with their contact details is annexed herewith at "**Annexure B**". Any updates to the said list would be appropriately circulated and made known to all Employees through notice from time to time.

- 2.2. The Presiding Officer and every member of the ICC shall hold office for such period, not exceeding 3 (Three) years, from the date of their appointment.
- 2.3. The ICC shall be responsible for (a) investigating every formal written complaint of Sexual Harassment; (b) taking appropriate remedial measures to respond to any

substantiated allegations of Sexual Harassment; and (c) discouraging and preventing employment-related Sexual Harassment.

- 2.4. In the event that a complaint is filed against the Presiding Officer or any other member of the ICC, the member shall be duly removed from the ICC and replaced in accordance with the terms of this Policy for the term of the investigation. Such removed Presiding Officer or member shall thereafter have all the rights and obligations as available to the Respondent herein during the inquiry process.

### **3. COMPLAINTS**

- 3.1. If an Aggrieved Person believes that he/she has been subjected to Sexual Harassment, such Aggrieved Person shall file a written complaint with the ICC as prescribed in the policy. The complaint shall contain details of circumstances giving rise to the complaint, the date of alleged occurrences, names of witnesses, if any, and shall be signed by the Aggrieved Person. At the time of filing the complaint, the Aggrieved Person shall submit 6 (Six) copies of the complaint along with supporting documents and the names and addresses of the witnesses to the ICC.
- 3.2. The written complaint with the aforementioned particulars may be submitted physically to any ICC member or electronically by the Aggrieved Person within a period of 3 (Three) months from the date of the incident and in case of a series of incidents, within a period of 3 (Three) months from the date of the last incident. However, the ICC reserves the right to extend the aforementioned time period further by not more 3 (Three) months, if it is satisfied that the circumstances were such which prevented the Aggrieved Person from filing a complaint within the aforementioned period. Such reasons for extension in time should be recorded in writing by the ICC.
- 3.3. In case that the Aggrieved Person cannot make such complaint in writing, the Presiding Officer/the Chairperson or any member of the ICC shall render all reasonable assistance to the Aggrieved Person for making the complaint in writing.
- 3.4. Where the Aggrieved Person is unable to make a complaint on account of his/her physical incapacity, a complaint may be filed by:
  - 3.4.1. his/her relative or friend.
  - 3.4.2. his/her co-worker.
  - 3.4.3. where the Aggrieved Person is a woman, an officer of the National Commission for Women or State Women's Commission; or
  - 3.4.4. any person who has knowledge of the incident, with the written consent of the Aggrieved Person.
- 3.5. Where the Aggrieved Person is unable to make a complaint on account of his/her mental incapacity, a complaint may be filed by:
  - 3.5.1. his/her relative or friend.
  - 3.5.2. a special educator.
  - 3.5.3. a qualified psychiatrist or psychologist.

- 3.5.4. the guardian or authority under whose care he/she is receiving treatment or care; or
  - 3.5.5. any person who has knowledge of the incident jointly with his/her relative or friend, a special educator, a qualified psychiatrist or psychologist, or the guardian or authority under whose care he/she is receiving treatment or care.
- 3.6. Where the Aggrieved Person for any other reason is unable to make a complaint, a complaint may be filed by any person who has knowledge of the incident, with the written consent of the Aggrieved Person.
- 3.7. Where the Aggrieved Person is dead, a complaint may be filed by any person who has knowledge of the incident, with the consent of the legal heir of the Aggrieved Person.

#### **4. CONCILIATION**

- 4.1. Prior to initiating an inquiry into the complaint made, the ICC may, at the Aggrieved Person's request, take steps to settle the matter between the Aggrieved Person and the Respondent through conciliation. However, no monetary settlement shall be made as a basis of such conciliation.
- 4.2. In the event that a settlement has been reached, the ICC shall record the settlement so arrived and forward the same to the managing director and the CEO of the Company, to take action as specified in the recommendation.
- 4.3. The ICC shall also provide the copies of the settlement as recorded to the Aggrieved Person and the Respondent. Once a settlement is arrived at, no further inquiry shall be conducted by the ICC. However, the Aggrieved Person can further refer that complaint to the ICC for redressal if the terms of settlement have not been complied with. In such a case, the ICC shall commence an inquiry into the complaint.

#### **5. INQUIRY PROCESS**

- 5.1. The ICC is required to make an inquiry into the complaint filed by the Aggrieved Person in accordance with the principles of natural justice. In conducting the inquiry, a minimum of 3 (Three) members of the ICC including the Presiding Officer/the Chairperson are required to be present.
- 5.2. The inquiry process has been set out below:
- 5.2.1. On receipt of the complaint and where the Respondent is an Employee, the ICC shall send one of the copies received from the Aggrieved Person to the Respondent within a period of 7 (Seven) working days from the receipt of the complaint.
  - 5.2.2. The Respondent shall file his/her reply to the complaint along with his/her list of documents, and names and addresses of witnesses, within a period not exceeding 10 (Ten) working days from the date of receipt of the copy of the complaint.



- 5.2.3. The inquiry has to be completed within a period of 45 (Forty-Five) days from the receipt of the complaint from the Aggrieved Person.
- 5.2.4. Upon completion of the inquiry, the ICC shall prepare a report of findings based on the complaint received by it and submit it to one of the directors of the Company within a period of 10 (Ten) days from the date of completion of the inquiry and such report be made available to the concerned parties.
- 5.2.5. The Company is required to act on the recommendations of the ICC within 60 (Sixty) days of its receipt.
- 5.2.6. Appeal against the decision of the ICC is allowed within 90 (Ninety) days from the date of recommendations.
- 5.3. For the purpose of making the inquiry, ICC shall have the power to:
  - 5.3.1. Summon and enforce the attendance of any person and examining him/her on oath; and
  - 5.3.2. Require the discovery and production of documents.

## **6. INTERIM RELIEF**

- 6.1. During the pendency of an inquiry, on a written request made by the Aggrieved Person, the ICC may recommend to one of the directors of the Company to take the following interim measures:
  - 6.1.1. transfer the Aggrieved Person or the Respondent to any other workplace.
  - 6.1.2. grant leave to the Aggrieved Person for a period up to 3 (Three) months.
  - 6.1.3. restrain the Respondent from reporting on the work performance of the Aggrieved Person or writing his/her confidential report, and assign the same to another Employee of the Company; or
  - 6.1.4. grant such other relief to the Aggrieved Person as it may deem fit.
- 6.2. The leave granted to the Aggrieved Person, as an interim relief, shall be in addition to the leave he/she would be otherwise entitled.

## **7. PUNISHMENT & COMPENSATION**

- 7.1. If the ICC arrives at the conclusion that the allegation against the Respondent has not been proved, it shall recommend to one of the directors of the Company that no action is required to be taken in the matter. However, if the ICC is of the opinion that the allegation against the Respondent has been proved, it shall recommend to one of the directors of the Company:

7.1.1. to take action for Sexual Harassment as a misconduct including a written apology, counselling, written warning to the perpetrator (with a copy maintained in the relevant Employee's file), reprimand or censure, transfer, withholding of pay rise or increments and/or promotion, transfer, community service, suspension or termination depending upon the severity of the incident of Sexual Harassment; or

7.1.2. to deduct from the salary of the Respondent such sum as it may consider appropriate to be paid to the Aggrieved Person.

## **8. MALICIOUS COMPLAINTS**

8.1. This Policy shall not be used by Aggrieved Person for raising false or malicious complaints.

8.2. If the ICC arrives at the conclusion that the allegation against the Respondent is malicious or the Aggrieved Person has made the complaint knowing it to be false or the Aggrieved Person has produced any forged or misleading document, the ICC may recommend to the Employer that appropriate disciplinary action be taken against such Aggrieved Person or against the person making such complaint.

8.3. The action recommended by the ICC against the Aggrieved Person in case of malicious complaint shall be similar to the ones proposed for the Respondent in case of substantiated complaints.

8.4. While deciding malicious intent, the ICC shall consider that mere inability to substantiate a complaint need not mean malicious intent. Malicious intent must be clearly established through a separate inquiry.

## **9. PROTECTION OF THE AGGRIEVED PERSON**

9.1. The Company recognizes the sensitivity attached to matters pertaining to Sexual Harassment and the importance of ensuring that the complaint and connected information is kept confidential. Therefore, to protect the interests of the Aggrieved Person, confidentiality will be maintained throughout the investigatory process to the extent practicable.

9.2. The Company will provide security to the Aggrieved Person if such a need is felt and take necessary action against any Employee attempting to intimidate the Aggrieved Person. This will help instil confidence in other Employees to come forward if they believe they have been subjected to Sexual Harassment.

9.3. The penal consequences of Sexual Harassment and the order constituting the ICC will be displayed at conspicuous places in the Workplace (including the places the Employees of the Company frequent) to help strengthen this Policy.

## **10. MISCELLANEOUS**

- 10.1. The Company reserves the right to amend the provisions of this Policy, from time to time, as it deems fit, subject to applicable law.
- 10.2. Any act of Sexual Harassment shall be considered as misconduct under the applicable policies and service rules of the Company and may lead to such action being initiated including and up to termination of the Employee from employment.
- 10.3. A brief shall be given to all existing employees regarding the features of this Policy immediately on formulation of the Policy and to new employees during their initial induction.
- 10.4. The Company shall also conduct periodic awareness programs on half yearly basis for the benefit of employees to sensitize them on sexual harassment and their rights against sexual harassment. Further the company will provide POSH training to all new joiners during the induction.
- 10.5. Nothing contained in these rules shall operate in derogation of any law for the time being in force or to the prejudice of any right of any employee under any other rules or law.
- 10.6. The ICC shall prepare an annual report calendar year with the following details and shall submit the same to the Company to include in its annual report:
  - 10.6.1. Number of complaints of sexual harassment received during the year.
  - 10.6.2. Number of complaints disposed-off during the calendar year.
  - 10.6.3. Number of cases pending for more than 90 (Ninety) days.
  - 10.6.4. Number of workshops or awareness program against sexual harassment carried out; and
  - 10.6.5. Nature of action taken by the employer.

## **11. RECOMMENDATIONS**

- 11.1. The Company encourages all Employees to provide their recommendations/observations on this Policy.
- 11.2. All recommendations/observations may be forwarded to the HR department.

**ANNEXURE A**

**SOME EXAMPLES OF SEXUAL HARASSMENT AT THE WORKPLACE**

**A. Visual Conduct:**

- Leering
- Making sexual gestures
- Displaying sexually suggestive or explicit objects, pictures (still or moving), cartoons, graffiti or posters in any manner, including as part of e-mail transmissions

**B. Verbal Conduct:**

- Whistling and catcalls
- Foul or obscene language
- Making or using derogatory comments which are sexual in nature
- Explicit discussions about sexual activities/behaviors
- Comments about a person's physical attributes
- Spreading rumors about another person's sexual activities/conduct and/or partners
- Jokes which contain offensive, obscene or lascivious content
- Sexual advances / Sexual propositions
- Sexual suggestions or double meaning words

**C. Written Conduct:**

- Suggestive, obscene or propositioning letters, notes, greeting cards or invitations, including but not limited to those transmitted via e-mail
- Displaying pictures (still or moving), cartoons, graffiti or posters in writing, including but not limited to e-mail

**D. Physical Conduct:**

- Unwelcome touching
- Sexual assault
- Kissing / Hugging / Grabbing
- Coercing another person to participate in sexual intercourse or other sexual behaviors
- Impeding or blocking movements
- Any physical interference with normal work or movement
- Sexual gestures

**ANNEXURE B**

**INDEX OF MEMBERS OF THE INTERNAL COMPLAINTS COMMITTEE**

**Telangana State**

<b>SR. NO.</b>	<b>NAME OF MEMBER</b>	<b>NATION ALITY</b>	<b>POSITION</b>	<b>CONTACT DETAILS Phone number &amp; email</b>
1.	LAKSHMISAI SINDHURA LINGALA	Indian	Presiding Officer	<a href="mailto:slingala@induz.io">slingala@induz.io</a> 8074556675
2.	SREERAMA MOHAN GADAM	Indian	Member	<a href="mailto:sreeram@induz.io">sreeram@induz.io</a> 9440499909
3.	SAI YASHASWINI BANDARU	Indian	Member	<a href="mailto:ybandaru@induz.io">ybandaru@induz.io</a> 9618961998
4.	NAZIA BASHIR AHMED	Indian	External Member	<a href="mailto:nazia@blazeautomation.com">nazia@blazeautomation.co m</a> 9100962694