

Moback Technologies India Private Limited

EMPLOYEE HANDBOOK

JULY 2018

Updated 30/12/2021

I. INTRODUCTION

This handbook is intended to help you get acquainted with the Company. It describes, in general terms, some of our employment guidelines. The policies described in this handbook take effect immediately and supersede and replace all previous personnel policies, practices, and guidelines and any verbal representations that may have previously been made to you by any Company employee.

Because the Company is a growing and changing organization, it reserves full discretion to add, modify or delete provisions of this handbook, or the policies and procedures on which they may be based, at any time without advance notice, except that the at--will employment relationship may only be changed in a writing signed by you and the CEO of the Company.

This handbook is the property of the Company, and it is intended for your personal use and reference as an employee of the Company. Circulation of this handbook outside of the Company is prohibited.

II. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Company to provide equal employment opportunity for all applicants and employees. The Company does not unlawfully discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, age, medical condition, mental or physical disability, veteran status or marital status. The Company also makes reasonable accommodations for handicapped and disabled veteran employees. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation and benefits. You should report any incident of discrimination or harassment, including work--related harassment by Company personnel or any other person, to your supervisor or the Personnel Manager, who will investigate the matter. It is the responsibility of every manager and employee to conscientiously follow this policy. If you have any questions regarding this policy, you should discuss them with the Human Resources Manager, your supervisor, or the CEO of the Company.

III. HARASSMENT

Harassment in employment on the basis of sex, race, color, national origin, ancestry, citizenship, religion, age, physical or mental disability, medical condition, sexual orientation or veteran or marital status is unlawful under central and state law. The Company does not tolerate harassment of employees in the workplace or in a work--related situation, and harassment is a violation of the Company's rules of conduct.

Unlawful harassment in employment may take many different forms. Some examples are:

- Verbal conduct: such as epithets, derogatory comments, slurs, or unwanted

comments and jokes;;

- Visual conduct such as derogatory posters, cartoons, drawings or gestures;;
- Physical conduct such as blocking normal movement, restraining, touching, or otherwise physically interfering with the work of another individual;;
- Threatening or demanding that an individual submit to certain conduct or perform certain actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security or promotion;; and
- Retaliation by any of the above means for having reported harassment or discrimination, or having assisted another employee to report harassment or discrimination.

Sexual harassment under these laws includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

A. Internal Complaint Procedure

Both as a matter of law and of common decency, each employee of the Company is entitled to pursue his or her employment free of discrimination and harassment based on sex, race, color, national origin, ancestry, citizenship, religion, age, physical or mental disability, medical condition, sexual orientation or veteran or marital status. Accordingly, discrimination and harassment of any Company employee by either a co-worker or member of management will not be tolerated. Violation of this policy will result in disciplinary action up to and including immediate discharge.

If you believe that you are the object of harassment or discrimination on any prohibited basis, or if you have observed such harassment or discrimination, you should notify your supervisor or the Company's Human Resources Manager. The Company will investigate

the matter and take such action as is warranted under the circumstances.

B. Agency Complaint Procedure

Both the state and central governments have agencies whose purpose is to address unlawful discrimination in the workplace. If you believe you have been harmed by an unlawful practice, and are not satisfied with the Company's response to the problem, you may file a written complaint with these agencies.

If, after an investigation and hearing, either of these agencies finds that unlawful discrimination has occurred, depending on the circumstances, you may be entitled to reinstatement or promotion, with or without back pay.

Employees are protected by law from retaliation by their employer for opposing unlawful discriminatory practices, for filing a complaint with the respective agencies, or for otherwise participating in any proceedings conducted by either of these agencies.

IV. EMPLOYMENT AT WILL

During the course of your employment, you are free to leave the Company at any time, for any reason, and the Company reserves a similar right. Thus, both you and the Company have the right to terminate your employment at any time, with **one month** of advance notice and with or without cause. This is called "employment at will," and no one other than the CEO of the Company has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Furthermore, any such agreement must be in writing and must be signed by both you and the CEO of the Company. Depending on the criticality of the individual in a project/client context and other critical factors that may change from time to time, the Company reserves the right to insist on an advance notice of up to **three months** before an employee can separate from the organization.

V. HOURS OF WORK, OVERTIME, AND PAY DAYS

You are requested to read, understand, and adhere to the relevant policy titled

"Moback IDC - Leave, Working Hours and Holiday Policy - 30th December 2021".

This policy document will be shared with you during onboarding.

VI. OPEN DOOR

A. Purpose

The purpose of the Open Door guideline is to implement the philosophy of the Company that employees should be encouraged to raise their work--related concerns informally with their immediate supervisors or with any other supervisor of their choice. The Company will attempt to keep all such expressions of concern, their investigation, and the terms of their resolution confidential;; however, please recognize that in the course of investigating and resolving the concerns some dissemination of information to others may be appropriate.

B. Procedure

You are encouraged to raise work--related concerns with your immediate supervisor as soon as possible after the event that causes the concern. Alternatively, if you believe that your immediate supervisor is not the appropriate person with whom to raise the concern, you may raise it with the Human Resources Department or with any other Company supervisor of your choice.

You are encouraged to pursue discussion of your work--related concerns with the supervisors of your choice until the matter is fully resolved. It may not always be possible to achieve the result you want, but if not, the Company will attempt in each case to explain why. The Company believes that employee concerns are best addressed through informal and open communication.

VII. TERMINATION, DISCIPLINE, AND RULES OF CONDUCT

A. Termination

1. Voluntary Termination

The Company will consider that you have voluntarily terminated your employment if you do any of the following:

- a. Elect to resign from the Company;;
- b. Fail to return from an approved leave of absence on the date specified by the Company;; or
- c. Fail to report for work without notice to the Company for three consecutive days.

2. Involuntary Termination

You may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of the Company's rules of conduct as set forth below. Notwithstanding this list of rules, the Company reserves the right to discharge any employee with or without cause and with **one month** of notice.

B. Discipline and Rules of Conduct

1. Policy.

The rules set forth below cannot identify every type of unacceptable conduct and performance. Therefore, you should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the Company, other employees or customers, may also result in disciplinary action, up to and including your immediate termination.

2. Job Performance

You may be disciplined for poor job performance, including but not limited to the following:

- a. Unsatisfactory work quality or quantity;;
- b. Unsatisfactory work attitude (for example, rudeness or lack of cooperation);;
- c. Excessive absenteeism, tardiness, or abuse of break and lunch privileges;;
- d. Failure to follow instructions or Company procedures;; or
- e. Failure to follow established safety regulations.

3. Misconduct

You may be disciplined or terminated for misconduct, including but not limited to the following:

- a. Insubordination;;
- b. Dishonesty;;
- c. Theft;;
- d. Discourtesy;;
- e. Misusing or destroying Company property or the property of another on Company premises;;
- f. Violating conflict of interest rules;;
- g. Disclosing or using confidential or proprietary information to anyone outside the Company;;
- h. Falsifying or altering Company records, including the application for employment;;
- i. Interfering with the work performance of others;;
- j. Altercations;;

- k. Harassing, including sexually harassing, employees or customers;;
- l. Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal substances on Company property or while conducting Company business;;
- m. Gambling on Company premises or while conducting Company business;;
- n. Sleeping on the job or leaving the job without authorization;;
- o. Possessing a firearm or other dangerous weapon on Company property or while conducting Company business;;
- p. Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the Company, its employees, customers, or property;; and
- q. Failing to report to the Company, within five days, any conviction under any criminal drug statute for a violation occurring in the workplace.
- r. Excessive time spent and use of Mobile, Web and Email on company time for personal business. OR Violation of Company IT policy. This is also to help employees, as time management is one of the important factor for employees towards a successful career.

The Company reserves the right to proceed directly to a written warning or to termination, without resort to prior disciplinary steps, when the Company deems such action appropriate.

VIII. ACKNOWLEDGMENT AND RECEIPT

A. For Current Employees:

I acknowledge that I have received a copy of the Moback Employee Handbook, have read and agree to observe its rules, and will return the Handbook upon leaving the Company.

Employee's Signature: _____

Employee's Name: _____

Date: ____/____/____

RETURN THIS FORM TO [HUMAN RESOURCES]. It will be placed in your personnel file.

B. For New Employees:

I acknowledge that I have received a copy of the Moback Employee Handbook, have read and agree to observe its rules, and will return the Handbook upon leaving the Company.

Furthermore, I understand that employment at Moback Technologies India Private Ltd.

(the “Company”) is not for a specified term and is at the mutual consent of the employee and the Company. Accordingly, either the Company or I may terminate our employment relationship at any time, with **one month** advance notice, and with or without cause. Depending on my criticality in a project/client context and other critical factors that may change from time to time, the Company reserves the right to insist on an advance notice of up to **three months** before I can separate from the organization.

I agree that only the Company’s Chief Executive officer or President can modify this term and he or she can only do so in writing.

_____ Employee’s Signature