

# **Code of Conduct Manual**

**Alten Calsoft Labs (India) Private Limited Internal Document**

**Version 5.0 / September 2023**

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## Revision History

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## *Table of Contents*

Copyright Information .....	2
Revision History .....	2
Purpose and Scope of this document .....	6
Definition and Abbreviation .....	6-8
1. Classification of Employees .....	9-10
2. Appointment of Employees .....	11
3. Background Verification of Employees .....	11
4. Record of Age of Employees .....	12
5. Time (Swipe) Card and Muster Rolls .....	12
6. Identity Card .....	13
7. Entry, Exit and Search.....	14-15
8. Publication of Working Hours.....	15-16
9. Shift Working .....	15
10. Attendance and Timings.....	16
11. Absence from work .....	16
12. Additional Work .....	16
13. Transfer of Employees .....	16
14. Payment of wages .....	17
15. Leave.....	18-20
16. Termination of Service for Unauthorized Absence .....	20-21
17. Obligations .....	21-22

18. Closure/ Shutdown/ lay-off/ Stoppage of Work .....	23
19. Termination of employment by the company .....	23-24
20. Termination of employment by the employee .....	24
21. Notice .....	25
22. Discipline .....	25
23. Acts and Omissions constituting misconduct .....	26-32
24. Description of violations and severity level.....	33-34
25. Penalties and Disciplinary actions by the company.....	35-36
26. Suspension .....	36
27. Spot Suspension .....	37
28. Disciplinary Proceedings .....	37-38
29. Dismissal without an enquiry .....	38
30. Complaints and Redressal .....	39
31. Issue of and Service of Orders/ Letter .....	39
32. Increment .....	40
33. Exclusive Service .....	40
34. Age of Superannuation .....	40
35. Certification of Service .....	40
36. General Notice .....	41
37. Medical Aid in case of Accident .....	41
38. Other Benefits .....	41

39. Essential Service .....	41-42
40. Inventions .....	42
41. Contribution to Press .....	43
42. Misuse of Company's property .....	43
43. General .....	43
44. Interpretation and Observance of Standing Orders .....	44
45. Amendments to this Standing Order .....	44
46. Governing law and Jurisdiction .....	44

## Purpose and Scope of this Document

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The Code of Conduct shall apply to all employees employed by M/s. Alten Calsoft Labs (India) Private Limited and all other branches existing and future come into existence in this group either in Karnataka or anywhere else in India

This document outlines Code of Conduct at Alten Calsoft Labs (India) Pvt Ltd. and encompasses the statutory regulations for the employees of Alten Calsoft Labs (India) Pvt Ltd.

The update frequency of this document is once in a year. If there is any major change in setup, it will be reviewed during the year as well. The version available on intranet will always be considered current.

This document is confidential to Alten Calsoft Labs (India) Pvt Ltd and may be shared with Alten Calsoft Labs's Partners under NDA and MCA Clauses. Alten Calsoft Labs's partners may not share and/or publish this document.

## Definitions and Abbreviations

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In these standing orders unless there is anything repugnant to the subject or context thereof, the following words shall have the meaning assigned to them.

- a) "COMPANY" shall mean M/s. Alten Calsoft Labs (India) Private Limited
- b) "COMPANY" shall means registered office of M/s. Alten Calsoft Labs (India) Private Limited located 7th Floor, Tower D, IBC Knowledge Park, 4/1, Bannerghatta Main Road, Bengaluru, Karnataka- 560029196 and all other branch offices existing and future as decided by the management from time to time and will include its subsidiaries and sister/associate companies.

- c) “EMPLOYER OR MANAGEMENT” shall mean and include the Managing Director, CEO and/or any other person(s) authorized by the Company regarding the observance and execution of the Standing Orders.
- d) “MANAGER” shall mean any Manager / Executive who is duly authorized by the Managing Director or CEO of the Company.
- e) “DISCIPLINARY AUTHORITY” in all cases of Complaint against any employee shall be the Manager/Officer of Human Resources department or any other person authorized by the Management to act on behalf of the company.
- f) “SUPERVISOR” means Manager/Head of the Department/Officer or any other person under whose instructions and/or supervision (Direct or Indirect) the workman is working or has to work & includes supervisors and Head of other sections or Departments under whose directions he/she is supposed to work for the time being and also includes any employee of the company who is higher in position to the concerned workman.
- g) “EMPLOYEE” shall mean and include all persons who fall within the definition of “employee” as defined under Shop and Commercial Establishment Act, 1961 and as amended from time to time.
- h) “MEDICAL OFFICER” shall mean the registered medical practitioner approved by the management from time to time.
- i) “MUSTER ROLL” means all registers wherein the attendance of the workman is marked or maintained electronically, in the prescribed format.
- j) “ATTENDANCE” means the presence of the employee concerned at the place/s where by the terms of his/ her employment is required to report for work after giving attendance at the prescribed place, including client-location based and home-based employees registering their attendance via electronic mode, if any.
- k) “OVERTIME” means as defined under The Shops and Commercial Establishments Act of the respective states.
- l) “NOTICE BOARD” means the notice board maintained at or near the main entrance and/or at other places in the office for the purpose of displaying notices which are pasted or affixed therein.

- m) “NOTICE” means notice in writing signed by the Manager /Authorized person(s) required to be given or displayed on notice board or sent electronically.
- n) “WAGES” means wages defined in the Section 2 (IV) of the Payment of Wages Act 1936.
- o) “PREMISES” means and includes the entire physical areas of the land (built up or vacant) on which office stands and includes ancillary buildings, installations, storage places (enclosed/open) fencing, etc.
- p) “ID cum SWIPE CARD” means the card issued to each employee and the swipe timings of entering and leaving the premises, being maintained electronically. This card would bear the Name and other particulars of the employee.
- q) “OUTSTATION” means any place outside the city in which office premises of employee is located, be it within India or outside India.
- r) “OUTSIDE DUTY” means any work assigned to the employee by his/ her Manager put outside the office premises anywhere within the city or outside the city anywhere in India or outside India.
- s) “HABITUAL” means any wrongful act during the course of employment that has been repeated for more than three times.
- t) “SATISFACTORY OR SATISFACTORILY” means to the satisfaction of the Management.
- u) “STRIKE” shall mean and include strike as defined in Industrial Disputes Act 1947.
- v) Words importing singular number shall include the plural number and vice versa if the context so requires.
- w) If any work or term is not defined in these Standing Orders or the Industrial Employment (Standing Orders) Act 1946, then it will have the same meaning assigned to it under the Industrial Disputes Act 1947 as amended from time to time.



## 1. CLASSIFICATION OF EMPLOYEE

The workmen are classified under following categories:

1. Permanent
2. Probationer
3. Temporary Employee
4. Part-time Employee
5. Apprentice & Trainees

### 1.1 Permanent

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A Permanent Employee is an individual who has been employed on a permanent basis and includes any person who has satisfactorily completed the probationary period (including any extended probationary period) in the same or another designation in the establishment.

### 1.2 Probationer

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A Probationer is one who is provisionally employed to determine his/ her overall performance of work against a permanent vacancy and whose service to a permanent post has not been confirmed explicitly. The period of probation shall be as defined in the letter of appointment and is at discretion of the Company.

The service of the probationer can be terminated at any time during the period of his/ her probation with or without assigning any reason and without any notice or compensation in lieu of notice.

### 1.3 Temporary Employee

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A temporary employee will include the following:

- Temporary employee is one who has been appointed for limited period on a work that
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is essentially of a temporary nature. Contract appointments with fixed tenure shall also fall within this definition.

- An employee appointed for a limited period of work of an essentially temporary nature of who is employed in connection with temporary increase in work of a permanent nature.
- A person appointed to work provisionally for a limited period in a post until permanent arrangement for filling up that post is made or is employed on account of
- Temporary absence of a permanent employee or a probationer or a person appointed for a limited period on a permanent work.
- A person appointed through intermediary for specific period against certain specific orders placed with the management or appointed for a specific period in exigencies of work either to meet additional orders or to maintain delivery schedule.

#### **1.4 Part-time Employee**

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A part-time Employee is one who is employed to do work for less than normal period of the working hours or for a part period under an Agreement or a letter of appointment.

#### **1.5 Apprentices, Trainees and Interns**

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Apprentices, Trainees and Interns are learners who may / may not be paid an allowance during the period of their training/ internship. The Employer provides such individuals training for a stipulated period for enhancing their work experience and to develop skills and knowledge applicable to their career fields. The period of traineeship shall be decided by the Employer on a case-by-case basis. Such apprenticeship, training, or internship programs do not imply that the Apprentice, Intern or Trainee, as the case may be, is an employee of the employer and do not provide any assurance or guarantee to the Apprentice, Trainee, or Intern for employment with the employer, except as hereinafter provided, Apprentices, Trainees and Interns shall be governed by these Standing Orders

and all other rules and regulations of the Employer. The trainees are not entitled for PF / Bonus and other benefits of regular employees. The period of training would be as per the appointment letter.

## 2. APPOINTMENT

- At the time coming on board candidate will be required to fill in and sign the prescribed form(s) of employment in the company.
- All employees shall be deemed to have been appointed on the basis of representation made and facts disclosed in their application form for employment or in the form(s) required to be filled in at the time of employment. In case any information mentioned in the application form(s) later is found to be wrong or incorrect, the appointment or employment may be cancelled.
- An employee will agree for and subject himself for background verification of data/information provided by him whether academic qualification or experience or any other pertinent information which may or may not have impact on availing of statutory or other benefits.
- All appointments of permanent nature shall be made in writing, in Form Q format or in any other prescribed format, by the management through manager(s) or by other person, duly authorized in writing by the management to do so and every person so appointed shall be issued an appointment letter on joining.
- On appointment, Name, ID number, allied details, and rank of employee as well as category and/or classification to which he belongs shall be entered in the company records.

## 3. BACKGROUND VERIFICATION

- Employee (Permanent employee only) joined Alten Calsoft Labs will undergo Background Verification
- Following Terms and conditions must follow
  - Background verification form filled by employee at the time of joining.

- Necessary documents like highest degree certificate, last two companies experience and relieving letters to be submitted along with the BGV form.
- The BGV documents shared with Vendor for verification by HR.
- The BGV report submitted by vendor as per the SLA agreed.
- The Results of the BGV Reports would be:
  - 1) GREEN- Clear Report
  - 2) AMBER – Minor Discrepancy (Insufficiency)
  - 3) YELLOW – Unable to verify the / Inaccessible for verification
  - 3) RED – Major Discrepancy
- In case of RED BGV report, Head of HR should be informed immediately, and the respective HRBP will then share the report with respective employee's Group Head/ Supervisor for further action

#### 4. RECORD OF AGE

FOLLOWING DOCUMENTS IN PROOF OF AGE SHALL BE DEEMED TO BE AUTHENTIC:

- Birth Certificate issued by the competent authority.
- Birth certificate issued by the Corporation or any other statutory authority.
- Matriculate / school final or school leaving certificate or equivalent certificate shall be regarded as evidence as stated above.
- Valid photo ID cards with date of birth issued by the competent authority or any other statutory authority, i.e., Passport, Voter's ID, Driver's License, PAN Card, Aadhar Card, etc.

#### 5. TIME (SWIPE) CARD AND MUSTER ROLLS

- The name of every employee shall be entered on the muster roll, which is maintained electronically.
- Every employee shall be issued a swipe card to record his/her attendance and timings.

Also, credentials for an electronic database, which shall contain inter alia his/ her name, photo, emp. ID, & blood group, etc will be provided to the employee. The said database will also have an electronic summary of his/her attendance details.

- If employee loses his/ her swipe card, it shall be replaced on his/ her written request, at actual cost.
- Management reserves its right to change/modify existing time keeping system, if considered necessary at any stage hereinafter in view of rationalization of process schemes that may be introduced from time to time.

## **6. IDENTITY CARD**

Every employee will be provided with an identity card in accordance with the nature of engagement with the Employer. The employees are expected to display the identity cards at all times within the establishment.

## **7. ENTRY, EXIT AND SEARCH**

- All employees shall enter or leave the office premises by the gate or gates specified for the purpose.
- No employee shall enter the establishment, except when on duty, without the permission of the officer authorized by the management.
- An employee who has been discharged, suspended or declared by the medical authority to be suffering from unsound mind, contagious or infectious diseases, shall immediately leave the premises of the office and shall not enter in any part of it, except for bonafide purpose and with the expressed permission of the manager / company authority.
- If any employee desires to leave the office premises during the working hours, he/she shall obtain the permission of the manager or any other officer, so authorized by the management.
- No packages /parcels or any other articles shall be allowed to be taken inside the

office premises if deemed to be a risk. Such articles may, however, be left at their own risk with security personnel at the main gate or such other place provided for the purpose. No items capable of photography or videography or storage or recording of data will be allowed in work premises (Hard Discs / CD's / Pen drives, etc) except with the consent of the company management.

- If any employee carries with him any articles which are dangerous to life and limb, such as lethal weapons, intoxicating substances or articles, which is considered, objectionable by the management, then security staff shall have the right to retain such articles. If the same is found in possession of an employee at any time inside the office premises, the company has the right to take possession of such articles and the erring employee shall be liable to suitable disciplinary action also.
- No employee shall take with him/ her inside the work-area, any outside person (a person who is not an employee on Muster roll of the company) without the permission of the officer authorized in this behalf.
- Employees will not tamper with / disrupt working / damage or destruct fully/partially any of the company's property.

## 8. PUBLICATION OF WORKING HOURS

### 8.1 Hours of Work

The period of hours of work shall be fixed in accordance with the Law and shall be displayed on the Notice Boards maintained for the purpose both in vernacular, English and or the respective regional languages as per the Shops and Commercial Establishments Act. Employees are allowed to work limited flexible working hours, not exceeding 09 hours per day or 45 hours per week (Monday to Friday)

### 8.2 Publication of Holidays & Pay-Day

Notices specifying the below shall be displayed on the Notice Board or shall be communicated electronically.

- The weekly holidays.

- Dates on which compensatory holidays if any will be allowed.
- The dates on which the wages are to be paid.

### 8.3 Weekly, National & Festival Holidays

Weekly holiday shall be regulated in accordance with the provisions of the Shops & Commercial Establishments Act, and or notifications issued by the management & from Government from time to time.

National and Festival Holidays shall be granted in accordance with the provisions of the - National & Festival Holiday Act, 1963, and Standing Order framed there under. No substitute holiday shall be given if any of the National Holiday falls on a weekly holiday. The holidays are declared as per the prescribed holidays under the above act.

The management however reserves the right to change, alter or cancel any of the declared holidays under exceptional circumstances except National holidays.

Employees may be required to work on a weekly off or other holidays depending upon the nature and exigencies of work (the decision of the Manager being final and conclusive on the point) and the employees so required, shall have the substitute holiday or monetary compensation in lieu thereof, as per the provisions of the Shops and Commercial Establishments Act.

The above-mentioned holidays, along with the changes effected from time to time shall be pasted on the noticeboard of the office from time to time or may also be communicated electronically.

## 9. SHIFT WORKING

- Shifts maybe scheduled across twenty-four (24) hours a day, seven (7) days a week and three hundred and sixty-five (365)/ three hundred and sixty-six (366) days a year,

subject to applicable laws. The Employer may engage employees in any shift, including night shift in order to support customers across the world in varying time zones. Employees who shall be required to work night shifts shall be intimated in advance, unless already stated in their employment contract. The facilities available to employees who work night shifts and other terms and conditions in this respect, shall be governed by the Employer's policies and applicable law.

- In case of disagreement or legal issues pertaining to working in shifts, the same shall be dealt according to the provisions of the Industrial Disputes Act 1947 and the rules made there under.

## **10. ATTENDANCE AND TIMINGS**

- Except as may be permitted, all employees shall be required to report to work at the time fixed and or notified to each employee or as required by each employee's reporting manager/supervisor. Every employee shall commence his/ her work at his/ her assigned place.
- The starting and the closing of working period, the starting and the closing of interval period shall be recorded electronically.
- All employees are required to log-in the specified number of hours of work, as specified by the company, which shall be in accordance with the provisions of The Shops and Commercial Establishments Act, and the rules made there under.

## **11. ABSENCE**

- If any employee after recording his/ her attendance, is found absent from his/ her proper place of duty/ authorized working hours, he/she shall be treated as absent from duty from the start of that working day / shift and concurrently exposed to deduction of leave / wages, proportionately and may also be subject to disciplinary action.
- Any deduction of wages / salary shall be as per the provisions of the Payment of Wages Act.



## 12. ADDITIONAL WORK

Depending upon the exigencies of work, all employees wherever they are employed, shall also do any other kind of work other than their usual jobs when asked to do so by their Manager or heads of departments or any other officer of the company placed above them, when situations arise due to insufficient work in their respective departments or for any other reasons and in such cases, their emoluments shall not be reduced. Refusal to obey reasonable and lawful orders of the above nature shall be construed as misconduct under these Standing Orders.

## 13. TRANSFER

- The management shall have the right to transfer an employee from one department to another in the same office / project site as the company may decide at its discretion.
- An employee is also liable to be transferred to any of the company's branches or any of its units, wherever situated whether in Karnataka, India or abroad. The company shall also have the right to transfer an employee to any new office / project site, establishment or office that may be started by the company at any time in future.

## 14. PAYMENT OF WAGES

### 14.1 Publication of Wages

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Notices specifying wages payable to the concerned Employee shall be displayed electronically on the Intranet of the company and may also be communicated electronically from time to time.

### 14.2 Payment of Wages

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- All employees shall be eligible to receive wages in accordance with the Payment of Wages Act, 1936.

- Any wages due to an employee, which an employee has not received on the usual payday, shall be treated as unclaimed wages. All such unclaimed wages shall be paid to the workman on “Unclaimed wages pay day” which shall be the 15th day of every, month and where the 15th will be holiday then on next day, which may be notified by the management on the Notice Board of the office in official Local language of the state & English but shall be before the 20th day from the expiry of wage period.
- Unclaimed wages of deceased workmen shall be paid to his/ her legal nominee/heirs provided a substantiated claim is presented by an undisputed heir or legal nominee on his/ her behalf by a legal representative. For this purpose, a claim shall be considered as substantiated if a gazetted officer, Municipal Councilor or member of Metropolitan Council, M.L.A. or Sarpanch of the village, certifies it. If the deceased workman has already declared a nominee(s) under the Employees Provident Fund Act 1952 or
- Gratuity Act or any other Act, then he shall be considered as rightful claimant and the heir for the unclaimed dues.
- In case of more than one nominee or any other person representing as the nominee of the deceased employee, Management shall rely on a proper succession certificate, issued by the competent authority.
- In the event of cessation of employment of the employee all his/ her dues payable by the management thereupon, shall be paid, provided the workman has completed his/her exit formalities completely, and handed over the charge and any company property his/her possession.
- All employees shall check out their wages immediately after receiving the wages. Any dispute or complaints regarding wages shall be brought to the notice of the manager or any officer appointed for the purpose.

## 15. LEAVE

### 15.1 Leave with Wages

- Employees shall be entitled to annual leave with wages / casual leave in accordance with provisions of the Shops & Commercial Establishments Act of the

respective States and also as per company leave policy.

- In addition to the above, currently as on date, workmen at Calsoft are also eligible for Paternity Leave and Bereavement Leave as per company policy.

## **15.2 Maternity Leave**

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- Maternity leave will be provided in accordance to the provisions specified under “The Maternity Benefit Act, 1961.

## **15.3 Leave Without Wages**

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- An employee may be permitted to take leave of absence without pay at the discretion of the management under special conditions. The decision of the management shall be final. (Sabbatical Leave and Loss of Pay Leave are examples of this).

## **15.4 Leave during Notice Period**

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- Employees who are on notice period (i.e. the period from the date of resignation to the actual date of relieving), the leave has to be with advance notice and will have to be approved by the Division Head (and not their immediate supervisor); any such leave availed without approval can lead to Leave without pay or extension of his/her notice period
- Leave availed without advance notice will be treated as Leave without pay.

## **15.5 Recalling from Leave**

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- An employee already on leave may be recalled whenever considered necessary in the interest of the business of the company. In such case, an employee shall be compensated as applicable.

## **15.6 Grant of Leave**

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- If leave applied for is granted confirmation of the same shall be sent electronically to the employee. If leave is not granted, such refusal and its reason shall be informed to the employee electronically.

## **15.7 Address during Leave Period**

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- It will be the duty of an employee to intimate the changes of his permanent and or temporary address in normal course as well as during his leave period, if any.
- Where, for any reason employee proceeds on leave without giving his address or does not intimate any change of address, if any, then the required communication will be sent to him to his last known address, as available in the company's records and it shall be deemed to be valid and proper intimation conveyed to him.

## **15.8 Extension of Leave**

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- If an employee after proceeding on leave desires an extension thereof, he shall make an application in writing / electronically to his/her manager or reporting authority, in sufficient time before the expiry of his leave.

## **15.9 Procedure for taking leave**

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- Employee wanting to avail leave shall apply for leave electronically to their reporting authority, but the grant of such leave shall depend upon the exigencies of work and shall be at the discretion of the reporting authority / management.

## **15.10 Procedure for Relieving**

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- All employees while relieving from the company should undergo exit formalities. In the absence of non-compliance of exit formalities such employees will not be entitled for full and final settlement of their dues.

## 16. TERMINATION OF SERVICE FOR UNAUTHORISED ABSENCE

- If an employee absents himself/ herself without prior permission and / or sanction on leave for more than 05 continuous working days, he/she shall be deemed to have voluntarily abandoned his/ her employment and he shall lose his/ her lien on his/ her job with the company.
- If an employee absents himself/ herself beyond the period of leave originally granted and / or extended without prior sanction or extension of leave or prior authorization for more than 05 days working, he shall be deemed to have voluntarily abandoned his/ her employment and he/she shall lose his/ her lien on his/ her job with the company.

## 17. OBLIGATIONS

### 17.1 Company's Obligation

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The company shall ensure the compliance of the statutory provisions without acting in malice in any form under all relevant labour laws.

### 17.2 Employee's Obligations

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- Every employee shall carry out the work allotted to him by his/ her superiors conscientiously and to the best of the ability and observe all the Standing Orders contained herein as well as other instruction, direction, stipulations which are issued from time to time by the company/management. An employee shall abide by the policies of the company in letter and spirit.
  - Employees shall not engage themselves in any other work / job excepting that of the office either for themselves or for any other person during their employment with the company.
  - Employee shall not undertake any assignment, business or calling outside their

employment without the management's prior approval in writing. However, in no case shall they be engaged in trades and activities prejudicial to the interests of the company and its business.

- No employee shall disclose any confidential information to any unauthorized person in matters regarding the office, company's business methods, inventions, know-how, secrets, customer names or protected health information, financial information, access credentials (passwords) etc. All employees shall abide by the clauses of the Non-Disclosure agreement of the company.
- All employees shall be courteous to their colleagues, superiors and to all people during their work in the office and visitors on business. Employee should always behave in an exemplary manner inside and outside the office premises with persons connected with the business of the company and keep high the image of the company under all circumstances.
- Each employee is responsible for and shall take proper care of all computer hardware and software, printers, or any other materials/properties of the company entrusted to them. An employee shall not take out from the office any article, documents, materials or property belonging to the company, without prior permission and a pass in the prescribed form issued by the Management. Neither shall conceal nor attempt to conceal any such articles or materials, etc.
- All employees shall take all precautions to safeguard the company's property and to prevent accident and/or damage to it. An employee shall at once report to his/her supervisor or concerned authority any defect, which he/she may notice in any equipment connected with his/ her work. Also, he/she shall immediately report any defect or occurrences which he/she may notice which might endanger himself /herself or any other employee of the company or might result in damage to the company's or somebody else's property.
- Every candidate who is offered employment under the company shall, before joining his/ her duties, subscribe to a declaration in the form prescribed. The company also requires the candidate to sign a confidentiality contract in the prescribed format, and the company may also prescribe any other declaration

## **18. CLOSURE/ SHUTDOWN/ LAY-OFF/ STOPPAGE OF WORK**

- The company shall have the right to lay-off all or any of the employee in the event of shortage of work or for any other reason if it is not possible to give employment to workers as per Industrial Disputes Act 1947.
- The management shall also have the right to layoff all or any of the employee in the event of fire, catastrophe, breakdown of equipment, or stoppage of power supply, epidemics, civil commotion, shortage of order, or such other causes beyond its control. Due to any of the above causes, the management may stop work and production in any section or sections of the office wholly or partially as per the provisions of the Industrial Disputes Act 1947.
- In the event of such stoppage as referred to in clause b) above during working hours, employees affected shall be notified by notice put up on the notice board or via electronically as soon as practicable as to when work will be resumed and whether they have to remain or leave their place of work. No other compensation will be admissible in case of such stoppage.
- In case where employees are laid-off for short periods on account of reason mentioned in Clause B and Clause C above the period of unemployment may be treated as compulsory leave with wages. If however, employees have to be laid-off for indefinitely long period, the management shall have the right to retrench their services as per law.
- Provisions of lay-off, as laid down under Industrial Disputes Act 1947, shall be applicable to the company and employees.

## **19. TERMINATION OF EMPLOYMENT BY THE COMPANY**

- The employment of a permanent employee may be terminated by giving notice as per terms and conditions specified in appointment letter / service conditions or by giving wages in lieu of notice, therefore. The services of an employee who is not a

permanent employee may be terminated

- with or without any notice and also with or without assigning any reason thereof.
- The service of any employee is liable to be terminated on any of the following grounds without any prior notice or notice pay in lieu of notice
  - Insanity, senility, physical infirmity, contagious/infectious disease.
  - Reduction of strength or abolition of the department in which he is employed, or redundancy of labor, subject to the provisions of the Industrial Disputes Act, 1947
  - Misconduct: and/or for false information or misleading information provided to induce the company in employing him or wrong declarations or information given in application form/resume upon joining or later during his association with the company.
- In the event of non-performance/ under performance, even after adequate time is provided to scale up on performance.

## 20. TERMINATION OF EMPLOYMENT BY EMPLOYEE

- A permanent employee desirous of leaving the company's services shall give notice as per terms and conditions specified in his/ her appointment letter or service rules and conditions in writing / electronically to the company, of his/ her intention to do so. If the said employee fails in doing this, he/she shall be liable to pay notice pay in lieu of notice as specified in terms and conditions of his/ her appointment letter or service rules and conditions, to the company.
- Leave in the credit of an employee may be adjusted against the notice period given by the employee while leaving the services of the company. However, this would solely be at the discretion of the company management.



## 21. NOTICE

- Notwithstanding anything contained in this Para, no notice shall be necessary if termination of service is under the employment agreement, which specifies a date for such termination, including those who are on contract with specific term/tenure of employment.
- If an employee is continuously sick or medically unfit to discharge his/ her duties or develops serious defects in eyesight or hearing and/or develops physical deficiency, or his/her mental faculties are impaired, subject to certification by company's nominated medical practitioner, notice in writing or salary in lieu thereof as per the terms and conditions specified in letter of appointment to the workman concerned, shall be given by the management, before discharging him/her.

## 22. DISCIPLINE

- Where it becomes necessary to terminate the services of an employee for reasons other than misconduct, retrenchment or closure, because of such employee being declared by the Government as a traitor or a person likely to jeopardize the safety of the office, then the stipulated notice as mentioned in the appointment letter or service rules and conditions need not be given by the management and employee shall be discharged from the service by way of termination.

NOTICE: The period of notice mentioned in the above paragraph (21.Discipline) shall not be applicable where different period is mentioned in the letter of appointment or other expressed terms of employment of employee, except in case where the stipulated time may be less than the period given above.

## 23. ACTS AND OMISSIONS CONSTITUTING MISCONDUCT

Without being exhaustive and without prejudice to the general meaning of the term of misconduct and in addition to the offences under Indian Penal Code and other acts and rules applicable to the company and the persons employed therein, the following acts of omissions and commissions shall be treated as misconduct and the management reserves the right to further enumerate or add acts of omissions and commissions which can be termed as misconduct through circulars and notices, from time to time, which would be binding on the employees:

- Willful insubordination or disobedience, whether committed alone or in combination with others, to any lawful and reasonable order of a Superior.
- Theft, fraud or dishonesty involving the Company's business or property or within the company's premises or in the course of the discharge of the duties involving other employees, customers, clients etc.
- Willful breach of any orders, Standing Orders or instructions, including those for maintenance and proper running of any department or the maintenance of cleanliness of any portion of Company premises.
- Riotous or disorderly behavior or any act subversive of discipline in the premises of the Company, or outside if it is connected with the affairs of the Company.
- Falsifying records or giving false evidence or refusing to give testimony in regard to incidents in the Company or making false allegations against other workmen and/or superiors or to other matters, which are being investigated, or being considered.
- Making false statements / declarations in any manner to the Company or requests to forward them through the Company either for appointment or for any other purpose or giving a false or incorrect statement in regard to any matter on which the Employer may require to make a statement or giving false statement before any person/authority.

- Sleeping at the work spot, while on duty.
- Drugs, Alcohol and Intoxicating / Banned substances- While in the Company premises or that of its Client(s), and while conducting business related activities of the Company: no Employee /Supervisor / Management Personnel may use, possess, distribute, sell or be under the influence of alcohol, illegal drugs and intoxicating/banned substances.
- The legal use of prescribed drugs is permitted on the job only if it does not impair an Employee /Supervisor / Management Personnel's ability to perform the essential functions of the job effectively, and in a safe manner that does not endanger other individuals in the workplace.
- Carrying lethal weapons or fighting or attempting to or threatening injury to any person.
- Playing cards or carrying on or participating in gambling of any kind within the premises.
- Convictions for any offence involving moral turpitude by Court of Law.
- Refusal to sign a statement or declaration given by himself / herself or to receive or sign in acknowledgement of receipt of notices, agreements of the Company, which is amended from time to time by the Management, warnings, charge sheets and other communications issued or given to him / her by his/her manager.
- Refusal to submit for searches of self, belongings or lockers or evading or attempting to evade search.
- Unauthorized disclosures to any person(s) of information with regard to the processes/design/concept/technology/trade secret / intellectual property of the company, confidential financial information or customer names or protected health information or any other confidential information which may have come in his/ her possession during the course of his/ her work/employment.
- Attending or holding meetings detrimental to the company's interests.
- Shouting slogans or leading processions or demonstration inside the premises of the Company or distributing or accepting inside the premises handbills,

- pamphlets, placards, notices, posters, unauthorized badges etc., without the prior sanction of the management.
- Forging the signature of a Superior or that of any other person / official of the company.
- Demanding or taking or giving bribes or any illegal gratification whatsoever or engaging in any illegal monetary transactions.
- Causing damage due to gross negligence or carelessness in work to employer's business or goods or property.
- Strike of work or inciting others in contravention of the provisions of the Industrial Disputes Act 1947 or any other enactment or rule for the time being in force.
- Harassment or discrimination on the basis of sex, race, religion, age, national origin, color or disability, etc would be considered as misconduct. Sexual Harassment of any form is prohibited.

Examples of prohibited harassment include, but are not limited to:

- a. Use of slurs, epithets, and words that degrade an individual, sexually colored remarks, even when used as a joke;
  - b. Unwelcome advances, demands or requests for sexual acts or favors, and other verbal or physical conduct of sexual nature, such as flirting, touching and graphic comments about another person's dress or body;
  - c. Display/ storage of cartoons, photographs, drawings, pin-ups, posters, Calendars, screen savers or images that is offensive or degrading to others;
  - d. Conduct which has the purpose of substantially interfering with an individual's work-performance or which creates an intimidating, hostile or offensive work environment;
  - e. Conditioning hire, continued employment, or terms and conditions of employment upon submission to sexual advances or requests for sexual favors.
- Failure to observe safety instructions or interference with any machinery or other safety devices installed in the Office.

- Threatening, abusing, intimidating or assaulting any employee or supervisory personnel or other officers of Company or the Management, within or outside the premises of the Office.
- Divulging to any person any information with regard to the working of the process of the Office except with the prior permission of the Management.
- Squatting or remaining in the premises of the Office with a view to intimidate or coerce the employees or the Management.
- Canvassing for taking signatures or carrying on any propaganda, which is harmful to the Office or its peaceful working, or any subversive act against the Office or the Management thereof.
- Holding meetings which are construed to be disruptive to normal functioning of the office within the premises of the Office.
- Habitual indebtedness or insolvency
- Unauthorized use of any hardware/software/machinery, in the Office.
- Failure to report to the superiors / concerned authority the occurrence of contagious or infectious disease on himself / herself or any other co-worker that he/she is aware of.
- Entering or attempting to enter, leaving or attempting to leave the premises except through the gate or gates specified for the purpose.
- Committing or aiding or abetting others to commit any act prejudicial to the business and / or reputation and or financial interest of the Company.
- Giving false evidence against the management in a case of enquiry.
- An employee shall not, at any time, work against the interest of the Company in which he/she is employed and or shall not take any employment in addition to his/ her job in the Company.
- Punching/Swiping the time card of other employee or falsifying the records either of himself or any other in any manner in respect of the attendance or payment of wages, etc.
- Failure to report accident / injuries on duty to self or others and / or failure to give evidence in respect of such accidents / injuries, which an employee is

aware of.

- Failure to notify the Company of any change of address and not giving correct address during leaves or extensions thereof.
- Collection of money within the premises of the Office for any purpose not sanctioned by the Management.
- Engaging in trade or employment or undertaking any commercial activities without the permission of the Management.
- Distributing or exhibiting inside the Office premises any newspaper or bills, pamphlets or posters without the prior sanction of the Management.
- Loitering, idling or wasting time during working hours.
- Abandoning the work spot without the permission of superiors.
- Habitual absence without leave or absence without leave for more than five consecutive days or overstaying the sanctioned leave without sufficient grounds or proper or satisfactory explanation;
- Obtaining leave on pretext of being sick and or during the same period working elsewhere or obtaining leave on a false pretext.
- Smoking/tobacco chewing in the work spot or within the premises of the Office.
- Slowing down in performance of the work in abatement or instigation thereof or malingering.
- Poor or unsatisfactory workmanship at the office.
- Habitual negligence or neglect or work inefficiency.
- Frequent repetition of any act or omission for which a fine may be imposed under the provisions of law.
- Refusal to work overtime whenever so required. However, an employee may be exempted to work overtime due to unavoidable circumstances to the satisfaction of the Management.
- Refusal to accept transfer from place of work /computers / one shift / section/ department / location to another computer / shift / section / department / location & also to other work place, offices or establishment anywhere in India or abroad.

- Non-acceptance or utilization of recommended tools for work / working procedures.
- Impersonation
- Entering and / or moving within the Company's premises without permission while not on duty.
- Non-return of the Company's property on or before the stipulated period if the value of the property is not proposed to be recovered from the wages.
- Willful slowing down in performance of work or abatement or instigation thereof.
- Gherao or wrongful confinement of any person.
- Money lending or doing any other private business including running chit funds within the Company premises.
- Falsifying / Tampering with any official records.
- Urinating / defecating /spitting at a place other than places specially meant for the purpose.
- Allowing an unauthorized person to operate computer hardware/software, equipment, and / or accessories.
- Opening / attempting to open other than one's lockers allotted to him / her by the Company or inciting other workmen to do so.
- Spreading of false rumor or giving false information which tends to bring into disrepute the Company or workmen or spreading panic among them.
- Defacing the walls of the Office building and office property.
- Removal or defacement or disfigurement of notice, etc., on the company's Notice Board.
- Any express violation of Instruction which directly / indirectly has a bearing on safety of workmen / Machines in the Office.
- Failure without reasonable cause on the part of maintenance workers and those belonging to essential services to work on holidays when notified to do so.

- Gaining admission to the premises by impersonation or by production of false
- Identity cards or aiding and abetting others to do so.
- The use of abusive or disrespectful language or rude behavior to superiors, co-workers or the Company's officers.
- Giving false information regarding self / dependents / any other topics, to avail any Statutory / Non-Statutory benefits.
- Unauthorized taking over or doing the work of another workman.
- Habitual breach of any rules or regulations
- Suppression and/or misstatement of facts during course of employment.
- Any breach of terms and conditions of employment agreement / service contract and also breach of the company's policies.
- Any failure to observe the provisions of official Manuals, Policies and other rules and procedures in force from time to time.
- Any act negatively affecting the health of a co-worker.
- Any act which causes undue disturbance or distraction to co-workers, for example: playing loud music during office hours, shouting, etc.
- Any act harmful to the conducive work environment.
- Confidential Information – As an employee, may have access to company confidential information, or confidential information of their customers. This may be technical, financial, access credentials (passwords) or business information. Employee should take utmost care to protect the confidential information. This information should be revealed to their co-employees strictly on a need-to-know basis. Confidential information should never be shared with third parties. When in doubt, please consult their supervisor.
- Intellectual Property Rights – Protection of IPR is a critical requirement for Alten Calsoft Labs and their customers. Utmost diligence is expected in safeguarding the company and their customers IPR. Steps include, but are not limited to, not maintain any source code or documents on unsecure computers, not sending such information on open mail services like hotmail or yahoo, not disclosing such information to unauthorized people, encrypting the



information on disks and while transmitting it and not copying it to detachable storage devices like USB.

- Conflicts of interest – While in the employment of the company, employee should not take gainful employment anywhere else. Employees must avoid any action that may cause or may appear to cause damage to company's interests. Employees may not use company property or information for personal gain. Employees may not utilize any opportunities or contacts discovered through their association with the company for their direct or indirect advantage.
- Professional Conduct –Employees must use the privileged information, material facts and their position in the best business interests of the company. No employee may take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice. Employees should endeavor to deal fairly with the Company's customers, suppliers, competitors and employees.

## 24. DESCRIPTION OF VIOLATIONS AND SEVERITY LEVEL

Willful and unauthorized disclosure to any third-party, customer's non-public information including but not restricted to financial, health and contact information.	3
Any improper, unlawful, or incorrect use of customers' non-public information including credit card information for personal gain.	3
Sharing access card, login/password & other access entitlement details with others within and outside the processes.	3
Allowing unauthorized person (anyone who does not have an access card or has not undergone necessary visitor authorization) to tailgate into the office premises.	3
Sexual Harassment (any violations as defined in the ACL Digital POSH Policy)	3
Accessing or downloading pornography or other sexually explicit content from the Internet.	
Misuse of company funds, resources, Intellectual Property (IP) or assets.	3
Misuse of your position within ACL Digital for personal gains including taking bribes,	3

kickbacks or receiving other benefits for referring candidates or Suppliers.	
Misuse of official email for circulating hate mails, sexually oriented, religious, racial, political or gender discriminatory content.	3
Circumventing user authentication or security of any host, network or account	3
Mispegging or misrepresenting data including falsifying performance data and examination data	3
Failing a drug test at any given point in time	3
Willful and unauthorized disclosure to third party, client details including their names, the nature of their businesses and any other client confidential information.	3
Coming to office premises under the influence of drugs or any harmful intoxicating substances.	3
Accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access	3
Entering restricted areas without proper authorization	2
Leaving any material with confidential information Unsecured & Unattended	2
Unauthorized printing, copying or downloading any confidential Information	3
Downloading non-work-related files, documents, applications and other software from the Internet	2
Carrying camera, PDAs / Handheld, Pocket PCs or any other removable storage devices into the office premises without appropriate authorization	2
Using the Company's Internet connection to download games or other entertainment software (including screen savers), or to play games over the Internet	2
Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages	2
Unauthorized copying of copyrighted material, copyrighted music, and the installation of any copyrighted software that is not appropriately licensed for use.	2
Use of profanity in the work place	2
Use of official email for personal use	1
Not locking the workstation while you are not at your Workstation	1
Leaving personal belongings unsecured and unattended	1
Not maintaining a clean desk	1

### Definition of Severity Level

1 = Unacceptable

- 1st instance - Verbal Warning,
- 2nd instance – Warning Letter & Potential Demotion
- 3rd instance - Termination.

2 = Serious offence

- 1st instance – Warning Letter & Potential Demotion
- 2nd instance - Termination.

3 = Critical offence Immediate Termination

## 25. PENALTIES AND DISCIPLINARY ACTIONS BY THE COMPANY

In the event of any misconduct, HR Department will initiate the disciplinary action process

- Issuing of ‘Show Cause’ Notice to the concerned employee.
- Employee will have to provide his/ her written explanation to the ‘Show Cause’ within two working days from the time of receiving a ‘Show Cause’ notice
- Followed by this, company authorized personnel will have a discussion with the concerned employee on the explanation received for the ‘Show Cause’.
- In the absence of a suitable response from the employee to the show cause notice, a chargesheet would be filed, and enquiry proceedings would be commenced. Further an enquiry report would be filed.
- Based on the discussion / enquiry and depending on the (1) Nature of misconduct (2) Gravity of misconduct (3) Extenuating circumstances (4) Past precedents, company authorized personnel will exercise any of the following disciplinary action:
  - Warning or censure
  - Suspension without pay
  - Reduction of salary
  - Demotion

- Discharge/ Dismissal
- Legal Action
- Fine and / or Deductions in accordance with the provisions made under the Payment of Wages Act 1936.
- Deduction for damages caused to or loss of goods or property, etc.
- Discharge from service without notice or payment in lieu thereof.
- Any other punishment as deemed fit and proper.

In accordance with the provisions of Payment of Wages Act, deduction may be made for damages or loss of goods/property (moveable/immoveable) caused by an employee, as decided by the management for which he/she is required to account for, where such loss or damage is directly attributable to his/ her gross negligence or willful default.

## 26. SUSPENSION

- An employee who is charged with any acts of misconducts may be suspended, pending finalization of his/ her case.
- No employee who is placed on suspension under above mentioned point shall during the period of such suspension, be paid subsistence allowance. He/she shall not take up employment or profession of any nature during suspension period. During the suspension the following rates would apply.
  - Where the enquiry is contemplated or pending the subsistence allowance shall, for the first 90 days from the date of suspension, be equal to one half of his/ her monthly gross salary to which the employee would have been otherwise entitled.
  - If the departmental enquiry gets prolonged and the employee continues to be under suspension for a period beyond the period of 90 days, be equal to three fourth of such monthly fixed gross salary.

## 27. SPOT SUSPENSION

The management shall have the right to suspend any employee who is apprehended while committing or attempting any of the misconducts. He/she may be suspended even before the issue of charge sheet and the said suspension shall be effective till it is revoked by a written order; such employee is entitled to subsistence allowance. While under suspension, in case the employee is dismissed, discharged or otherwise terminated from service, or if the employee voluntarily resigns from service or voluntarily abandons service, the suspension and hence the subsistence allowance will cease.

## 28. DISCIPLINARY PROCEEDINGS

- An employee charged with misconduct may be suspended from work pending enquiry into the charges alleged against him.
- All orders of suspension / dismissal shall be in written / electronic form and sent to the concerned workman by the Manager or any other officer authorized by management. In case of employee's absence or his/ her refusal to accept / acknowledge the said order, the said order may be sent through registered post acknowledgement-due or under certificate of posting to the last available address of the employee in his/ her personal records. The decision of the management shall be final in appointing a person/officer as Enquiry officer to hold the enquiry.
- An employee, in respect of whose misconduct an enquiry is to be held, shall be given a charge sheet clearly setting forth the circumstances appearing against him. He shall be given a time of at least 48 hours duration either to furnish his/ her explanation in reply to the charges against him or to appear for the enquiry. At the enquiry, the employee shall be permitted to cross-examine witnesses in his/ her defense.
- Management may appoint any officer/person to represent the Management and present the case before the enquiry officer.
- If an employee fails to submit his/ her written explanation to the charge sheet

- within the time given or subsequently extended at the request of the concerned employee or otherwise, then Management shall thereafter proceed to take disciplinary action and punish the concerned employee taking it as if the employee has admitted to the charges leveled against him.
- If an employee submits within the time given, his/ her written explanation to the charge sheet or subsequently extended at the request of the concerned employee or otherwise, then Management shall thereafter examine the written explanation submitted by the employee and will take a decision to proceed with the enquiry into the charges.
  - An employee on request in writing to the management or enquiry officer will be allowed to be represented/ assisted in the enquiry by a co-workers. However, at the relevant time, the co-worker should not have been dismissed or terminated by the management. No outside person shall be allowed to represent or assist the employee facing charges, in the enquiry.
  - The enquiry officer, shall hold the proceedings as expeditiously as possible and shall submit his/ her report and finding thereof to the disciplinary authority, issuing the charge sheet.
  - An employee shall present himself / herself in person in the enquiry at the given time and venue and it may be conducted ex-parte if the employee fails to attend; and the management may proceed in his/ her absence.

## 29. DISMISSAL WITHOUT AN ENQUIRY

Where inquiry cannot be held due to threats, assault, and intimidation to the witness, to be examined on behalf of the Management, and/or if any executive of the company is assaulted, intimidated or threatened, the management reserves the right to dismiss the concerned employee without conducting an enquiry.

### **30. COMPLAINTS AND REDRESSAL**

Any employee having a cause for complaints about his/ her working conditions, shall properly present the case to his/ her superiors for redressal, and under no circumstances, he/she shall resort to illegal action. Alternatively, employee can also complain to the human resources department or any other person or committee specified by the company in this regard. The company will take necessary steps towards redressal of the said grievance.

### **31. ISSUE OF AND SERVICE OF ORDERS/ LETTERS ETC**

Employees are bound to receive any notice or any communication, which the management may seek to serve upon them. Refusal to receive any notice or communication shall be treated as misconduct under these standing orders.

Notices / Orders / Letters / Other communication shall be delivered either in Person, Electronically, Register Post Acknowledgement Due, Speed Post, Certificate of Posting / Courier etc.

- For notices / communication being delivered personally, if any employee refuses to receive/acknowledge any notice or communication, the person, who serves the notice with the particulars of the date and time of refusal together with his/ her signature there under to that effect, shall make endorsement and a copy of the said notice shall be put up and displayed on the notice board. Thereafter, it is deemed to have been served on the employee.
- A notice served through registered post / certificate of posting / courier to any employee to the address as per the company records shall be deemed to be sufficient service even if the same is returned by the postal authorities with the endorsement "Refused" "Refused to accept" "Party not available during service hours" "Party left without instructions" "no such person available at the address", etc.,

The management shall however also put up a copy of such communication, which has

been returned, on the main notice board of the office. This shall be presumed as due service.

## **32. INCREMENT**

The principle behind sanctioning increments is that an employee by his exemplary behavior, sincerity to the job and quality output is eligible for increments. However, the management shall at its sole discretion decide as to the increments to be given to the employee. No employee shall claim increment as a matter of right. As far as possible, the management shall grant increments to the employee based on their efficiency and merit at work, record of attendance, conduct, etc. The decision of the company in respect of efficiency of work and conduct of any employee shall be final and binding.

## **33. EXCLUSIVE SERVICE**

An employee shall not at any time work against the interest of the company in which he is employed and shall not take any employment in addition to his/ her job in the company, which may adversely affect the interest of his/ her employer.

## **34. AGE OF SUPERANNUATION**

The management shall retire from its service any employee who has attained the age of 60 years. However the management, at its sole discretion, may give extension of services for a specified period in writing.

## **35. CERTIFICATION OF SERVICE**

At the time of leaving the company, an employee shall be provided with a letter mentioning details of his/her service with the company, provided he/she has fully complied with the exit formalities and processes of the company, including return of any company property in his/her possession.



## **36. GENERAL NOTICE**

Any matter that the management may choose to bring to the notice of the employee(s) may be displayed on the notice board or may be communicated via electronic communication (email or hosting on intranet of the company). Once the management displays such notice board / sends it electronically, it shall be deemed to have been communicated and conveyed to the employee(s).

## **37. MEDICAL AID IN CASE OF ACCIDENT**

Non-ESI members will be covered under the Workman's Compensation Act for any accidents that occurred during and in the course of employment.

## **38. OTHER BENEFITS**

Apart from benefits as listed in these Standing Orders, employee would be eligible for other benefits, as applicable, as may be provided by the company management from time to time.

## **39. ESSENTIAL SERVICES**

- Without being exhaustive, the following services shall be considered as "ESSENTIAL SERVICES" and the employee working with these departments / sections in any capacity shall be available for duty when called upon during emergencies:

The following sections or class or employees shall be treated as essential service:

- IT Support team, including 24/7 Support Team
- Employees working in Accounts, Administrative and HR Dept.
- Watch & Ward including security.
- Drivers.
- Maintenance staff including housekeeping staff.
- Employees working in these sections shall not go on strike along with other

workmen of the company/office. These employees shall not refuse to work whenever called upon to do the required work, and shall not refuse to work in any shift nor shall they refuse to work overtime.

- An act of refusal to work when asked to do so, or violation of any of these clauses by employees/workmen working on essential services shall be deemed to be an act of misconduct.
- The management shall have the right to fix up additional service conditions in respect of employees / workmen in essential services.
- The management may fix up hours of work, weekly holidays, festival and other holidays and such other terms of service separately for essential services, in addition to these Standing Orders in view of the special nature of work of such employees.

## 40. INVENTIONS

Any business process or procedure or workflow or invention or software package/module/application/innovation, design, diagrams, drawings, flowcharts, and/or manuals developed or improved or modified in any way whatsoever, by the employee while being in employment with the company, shall always remain intellectual property of the company and the employee shall not claim any right on the same nor shall divulge or disclose the new findings or developments or modifications described above. He / she would treat the same as Confidential Information and shall be bound by the above terms in respect of each such invention or development of any nature whatsoever such that it is never the intention of the employee to claim any IPR or patents or trademark rights for any work developed/invented or improvised/modified while in employment with the company. The employee shall be bound by the applicable clauses of the non-disclosure and confidentiality agreements even after he/she leaves the company.

## **41. CONTRIBUTION TO THE PRESS**

No employee shall, without the previous sanction of the management, issue a press statement or divulge other information to media, in any way, related to the matters of the company. Any violation of the above will be deemed as misconduct and suitable disciplinary action will be taken against the employee.

## **42. MISUSE OF COMPANY PROPERTY**

If any employee / workman causes damage / theft / misuse of any of the company's property, the management shall have right to recover the misused/stolen/damaged property / cost amount towards the same, as well as punish the concerned person.

## **43. GENERAL**

- An employee shall personally be responsible for their proper and faithful observance of these Standing Orders and the provisions of any other law for the time being in force applicable to the company and to the employee.
- The management shall not entertain any representative from political or communal bodies purporting to speak on behalf of the employee.
- The company management for smooth functioning of the office may frame additional service rules, and amend, alter, or rescind the same from time to time, as per the law.
- Every employee shall at the time diligently and faithfully serve the company and shall devote his/ her whole time and attention exclusively to the business and interest of the company.

#### **44. INTERPRETATION AND OBSERVANCE OF STANDING ORDER**

- The company/management, for smooth functioning of the office may frame Standing Orders, amend or alter them from time to time. These Standing Orders are subject to the provisions of law for the time being in force and it will be the responsibility of the employee to abide and follow the same.
- In case of difference of opinion regarding interpretation of any term of Standing Orders, the English version shall be deemed to be authentic.
- A copy of these Standing Orders in official local language of the State and English shall be available with HR Dept. and pasted on the notice board, if so required and/or hosted on company intranet.
- Nothing contained in these Standing Orders shall operate in derogation of any law applicable or to prejudice of any right of an employee under agreement, settlement or award for the time being in force.

#### **45. AMENDMENTS TO THIS STANDING ORDER**

The company reserves its right to amend these Standing Orders as per mutual agreement between the employee and the management, and on failing, then in accordance with the provisions of the Industrial Employment (Standing Orders) Act 1947.

#### **46. GOVERNING LAW AND JURISDICTION**

Any dispute in relation to these Standing Orders shall be governed and construed in accordance with the laws of India, subject to Bangalore Jurisdiction only.