



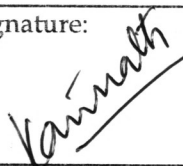
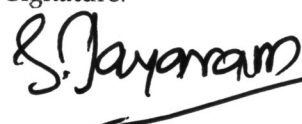

EMPLOYEE
HANDBOOK



DOCUMENT CONTROL:

DOCUMENT NAME	HRD Policy
ABSTRACT	This document details the HRD policy - guidelines for the management and employees
DOCUMENT REFERENCE	MHRD0001

AUTHORISATION

Process Owner	Reviewed By	Authorised By
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Version History:

Version Number	Date	Brief Description Of Changes	Approved By
MHRD001			
MHRD002	01-Mar-2024	Reimbursement, Leave Policy, Advance Salary, Employee Benefits, Relocation, Travel Policy, WFH, Retirement, PIP.	

SECURITY CLASSIFICATION: Company Confidential

Applicability - All group companies of MosChip Technologies Limited.

Contents:

POLICIES	PAGE NO
Section 1 - Introduction	5
1.1 About the document	5
1.2. Message from CEO	6
1.3. Our History	7
1.4. Our Vision	7
1.5 Quality Policy	7
Section 2 - Employment with the Company	8
2.1 Equal Employment Opportunity	8
2.2 Background and reference checks	8
2.3 Employment	8
2.4 New Hire Orientation	9
2.5 Working Hours/Days	9
2.6 Electronic Attendance System	9
2.7 Laptop/Computer policy	10
2.8 Appearance & Attire Policy	10
2.9 Other work arrangements	11
2.10 Retirement Policies and Procedures	12
Section 3 - Employee Benefits	13
3.1 Medclaim Insurance	13
3.2 Personal Accident Insurance	14
3.3 Leave Policy	14
3.4 Published Holidays	18
3.5 Employee Referral Program	18
3.6 Employee Stock Option Plan	19
3.7 Team Lunch	19
3.8 Training, Development and Professional Affiliations	19
Section 4 - Compensation Policy	20
4.1 Salary confidentiality	20
4.2 Salary components- Fixed	20
4.3 Salary components- Flexi	21
4.4 Gratuity	23
4.5 Payroll administration	23
Section 5 - New Hire/ Company transfer/ Relocation Policy	24
5.1 Relocation Expense Reimbursement	24
5.2 Accommodation arrangements	24
5.3 Procedure for Claiming Expenses	24
5.4 On site Allowance	24

Section 6-Travel and Expense Reimbursement Policy	25
6.1 Travel Agency Support	25
6.2 Local Conveyance	25
6.3 Meals Expense Reimbursement	26
6.4 Domestic Travel	27
6.5 International Travel	27
6.6 Reimbursement Process and Documentation	28
Section 7 - Non-discrimination and anti-Harassment policy	32
7.1 Internal complaint procedure	32
Section 8 - Separation Policy	33
8.1 Full and Final Settlement	35
8.2 Notice Period	36
8.3 Breach of code of conduct	36
8.4 Termination	36
8.5 Exit Interview	36
8.6 General Guidelines	37
8.7 Use and disclosure of information	37
Section 9 - Annual Performance review process	38
Section 10 - Performance Improvement Plan Policy (PIP)	40
Section 11 - Code of Conduct, Business Ethics	42
11.1 Code of Conduct	42
11.2 Miscellaneous	43
11.3 Outside Employment	46
11.4 Open door policy	46
11.5 Work confidentiality	47



SECTION 1 - INTRODUCTION

MosChip Technologies Limited is a publicly listed (BSE: 532407) semiconductor design services company with a unique combination of product development expertise and over a decade of deep knowledge on competencies ranging from ASIC/SoC/FPGA Design, Embedded Software and System Designs catering to the Defence, Consumer Electronics, Automotive, Medical, Telecommunications, Mobile and IoT industries.

The Company believes that its employees and their commitment to excellence have been a major factor in its success and is vital to its continued success.

We consider our employees to be our most valuable resources. We look forward to a productive and successful relationship.

1.1. About the document

This handbook has been written to serve as the guide for the work relationship at MosChip and be reflective of our Company values.

There are several things that are important to keep in mind about this handbook. First, the policies described in this handbook take effect immediately and supersede and replace all previous policies, practices and guidelines, and any verbal representations that may have been made to you previously by the Company or its employees.

Additionally, this handbook contains only general information and guidelines and is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to Human Resources ('HR').

Neither this handbook nor any other Company document confers any contractual right, either expressed or implied, to remain in the Company's employment, nor does it guarantee any fixed terms and conditions of your employment.

The procedures, practices, policies, and benefits described here may be modified/ altered or discontinued at the discretion of MosChip Management at any time, without any advance notice. We will try to inform you of any changes as they occur.

If there is ever a conflict between the information in this document vis-à-vis your formal terms and conditions of employment, the terms and conditions of your employment shall prevail. In any case, it is recommended to consult HR for further clarifications.

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

Note all rates or references to law are current as of publication of this document and may change from time to time.



1.2. Message from CEO

Welcome to MosChip

We have always emphasized that both outstanding people and teamwork are the key to our success.

To ensure continued success, we feel it is important that all the employees understand our policies and procedures. This Handbook familiarizes you with the various aspects of working within MosChip and is a valuable resource for understanding the company.

Our goal is to maintain a comfortable working environment for each of our employees. Whenever you have a concern or question, please do not hesitate to discuss it directly with your Manager / HR. Our open-door culture makes all levels of management available to discuss your concerns.

My best wishes to you and thank you for taking this step in knowing your company.

CEO



1.3. Our History

Established in 1999, MosChip is the First Fabless Semiconductor company publicly traded in India with approx.20 years of experience. MosChip is a semiconductor and system design company with a focus on Turnkey ASICs, Mixed Signal IP, Semiconductor & Product Engineering, and IoT solutions catering to Aerospace & Defence, Consumer Electronics, Automotive, Medical, and Networking & Telecommunications.

MosChip was established as a preferred partner for technology and excellence. At MosChip, we strive to provide unparalleled service and support to our clients with on-time delivery being our strength and commitment. MosChip aims to offer a unique combination of services and solutions, giving customers an advantage over competitors in their industry by aligning ourselves to the vision of our clients.

1.4. Our Vision

The Company wishes to grow rapidly in the areas of Semiconductor, IOT, Systems & Software and be a significant contributor globally in the Semiconductor Industry. Our aim to be recognized as global experts who not only use our expertise to solve our clients' complex problems but also leverage solutions with the promise of a seamless interface between humans and technology.

1.5 Quality Policy

We are committed to delivering in time possession, which meet and exceeds the needs & expectation of our customers by complying with applicable requirements.

We promise our valued customer's commitment to excellence in all the activities by involving each employee in the organization by adopting innovative and best in class engineering and management practices with continual improvement in business and quality management system as a part of our efforts for enhancement in customer satisfaction while assuring consistent quality.

Strict adherence to all Government and Corporate laws, zero tolerance to employee discrimination and sexual harassment.



SECTION 2 - EMPLOYMENT WITH THE COMPANY

The Company is proud to be considered an employer of choice.

2.1 Equal Employment Opportunity

It is a fundamental principle at MosChip, where employment is based upon personal capabilities and qualifications. All employment opportunities are provided without regard to race, religion, sex (including sexual orientation and transgender status), pregnancy, childbirth, or related medical conditions, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

This policy of Equal Employment Opportunity applies to all areas of employment, including recruitment and hiring, training, promotion, compensation, benefits, and termination.

HR has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to your manager and/or HR. You should report any incident of discrimination or harassment to your manager and/or HR, who will investigate the matter.

Appropriate disciplinary action will be taken against any employee willfully violating this policy.

2.2 Background and reference checks

All offers of employment at MosChip are contingent upon the successful completion of a background check. A third-party agency is being used to conduct the background checks. The type of information that may be collected by this agency includes, but is not limited to, information pertaining to an individual's past employment, education, criminal history, and credit. This process is conducted to verify the accuracy of the information provided by the prospective employee. Any relevant discrepancies found may result in MosChip taking appropriate action.

2.3 Employment

Based on the conditions of employment, employees of MosChip fall into the following categories:

➤ Full Time:

A full-time employee should work the standard working hours of the Company each week (for these purposes, 8 hours per day [excluding tea & lunch breaks], and 5 days per week)

➤ Independent Contractors/Consultants

An independent contractor refers to the type of worker that contracts his or her services out to a business or businesses. The general rule is that an individual is an independent contractor if the employer/supervisor has only the right to control or direct the result of the work and not the means and methods of accomplishing the result. The Company reserves the right to hire independent contractors on as needed basis.

➤ Temporary Employees

A temporary employee is hired for a specified project or time frame and may work an irregular schedule. A temporary employee (either hourly or salaried) is paid either through a third-party agency or the employer's payroll. Temporary employees do not receive any additional compensation or benefits provided by the Company.



2.4 New Hire Orientation

Orientation is a formal welcome process that is designed to make the new employee feel comfortable, informed about the company, and prepared for their position. New Hire orientation is conducted within the first few days after the employee begins work. It will be conducted by HR, Admin and I.T departments and includes an overview of the company history, an explanation of the company core values, vision and mission, company goals and objectives, Security measures, confidentiality, culture and practices and company sponsoring benefits, if any.

Employees are presented with all codes, keys, and procedures required for navigating within the workplace. The new employee is then introduced to the managerial staff and his team.

2.5 Working Hours/Days

The normal work week of the Company is generally from Monday to Friday, with normal operating hours from 9:30 am to 6:30pm. Standard working hours of the Company each week are 8 hours per day [excluding tea & lunch breaks]. Business needs may necessitate a variation in your starting and ending times as well as in the total hours you may be scheduled to work each day and each week.

If working hours in the day are less than 4 Hours, it will be considered as Leave of the day. Employees must regularize the leave if he/her is out of office on business needs.

The normal work week is from Monday to Friday, though it might change as per the business exigencies. While the Company follows a 5 working days per week policy, an employee may be required to work on Saturday and/or Sunday and/ or beyond their normal working hours due to business exigencies.

2.6 Electronic Attendance System

- Employee attendance and timekeeping is marked through an electronic attendance system. All employees are required to accurately record their attendance and working hours as appropriate by using the access control device installed within the office premises.
- Employees visiting client locations, on duty, travel and attending any seminars, trainings etc. must record their attendance through Web/ Mobile App attendance module and seek their reporting manager approval.
- Employees working client locations are advised to follow the client time sheet systems as applicable along with the MosChip attendance system processes.
- Stop Tailgating (employee opening a door and holding it open for others, visitors without badges, or the passive acceptance of a uniformed worker)
- Employee swiping other employee's access card is punishable and may lead to immediate termination.

2.7 Laptop/Computer policy

Specific to the requirements of the job, nature of responsibilities, employees are provided laptop/ personal computer for official use. The employees are required to follow the below mentioned conditions:

- Employees using laptop/ personal computer will ensure that only authorized software is loaded in the laptop/ personal computer.
- The safety of the laptop is the employee's responsibility. In case of loss, the concerned employee will:
 - Inform the Administration Department about the loss immediately.
 - Employee to register a FIR with the Police and complete the necessary insurance formalities with the IT Department and the Finance teams along with a copy of the FIR.
- In case of any issues with the laptop, the employee may hand over the same to the IT Department for rectification.
- If any damage happens to the laptop/computer due to the negligence of the employee, the damage/repair costs will be borne by employee.

2.8 Appearance & Attire Policy

- **Objective**

MosChip strongly believes that business should be conducted in a professional way in which personal appearance and conduct is very important. A dress code reflects the culture of a company and hence, it is imperative that we follow appropriate etiquette which reflects an environment that is efficient, orderly, and professional.

- **Applicability**

This policy is applicable to all employees/contract employees.

- **Policy**

- The formal dress code will be applicable for all the employees from Monday to Thursday.
- Employees at the Client site are expected to adhere to a formal dress code.
- Employees are responsible for their respective appearance/dress choice to present a well-groomed personality.
- Employees must adhere to personal hygiene and grooming.
- Employees must avoid any visible body tattoos.
- Business Casuals are allowed on Friday's.

Dress Code Categories

Dress that can be categorized as “Formals” and “Business Casuals” are detailed below: –

Dress Code	Clothing and Accessories	
	Men	Ladies
Formals	<ul style="list-style-type: none"> Formal Shirt and Trousers Formal Shoes 	<ul style="list-style-type: none"> Salwaar kameez, Chudidars, Kurtis Saree Formal Shirt, Trousers / Skirts
Business Casuals	<ul style="list-style-type: none"> T-Shirts with collar & no imprints Cotton Pants / Jeans (not torn / faded) Shoes or Sneakers (no slippers) 	<ul style="list-style-type: none"> Salwaar kameez, Chudidars, Kurtis Saree T-shirts (no imprints), Tops, Shirts Cotton pants, Skirts Jeans (not torn / faded) Shoes / Sneakers as appropriate

The following Attire is not acceptable for office wear:

- Improperly worn Jeans like low waist jeans, ankle height, baggy, etc
- Jeans torn, jaded, etc.
- Shorts
- Evening/party wear that are not formal.
- Short / Mini Skirts
- Off-the-shoulder tops
- Revealing attire.

Special Circumstance and Exception

Any Deviation to this policy must be approved by HR. Any changes to the policy must be approved by the Management.

Non-compliance and consequences

- If an employee is found violating this policy, then he/she will be asked to change the attire.
- Repeated policy violations will result in disciplinary action.

2.9 Other work arrangements

Work from Home is allowed only on exceptional circumstances with the prior approval of the reporting manger. The same should be applied through HRIS tool – Attendance.

2.10 Retirement Policies and Procedures

The purpose of this policy is to set out the procedure followed by MosChip for effecting retirement of the employees upon attaining the age of superannuation and provide advice and guidelines in relation to retirement.

This policy is applicable to all Regular Full-Time employees and Part-Time employees of the Company.

Retirement Age -

- The retirement age for all India employees is 60 years.
- The actual date of relieving from the services of the Company due to retirement shall be on the closing hours of the Company's last working day of that calendar month in which the retiring employee's 60th birthday falls (As defined by proof of age/birth document submitted at the time of joining).
- Note - An employee can be retired at any age before attaining the age of sixty years during their tenure at the Company if they are unable to continue in service satisfactorily due to any form of physical or mental infirmity or not able to perform given work. The decision of MosChip in this regard shall be final and binding on the employee.

Notice of Retirement to the Business: -

- HR -Operations to initiate the process by notifying the retiring employees' manager/BU Heads 1 year in advance from date of impending retirement.
- Manager to drive the transition plan at-least 6months in advance of the retirement Date in partnership with BU Head
- In case of any change in the retirement date due to business-critical reasons, the Business should inform HR Operations within 3 months from the date of notification sent to the Business.

All employees shall avail regular benefits of Provident Fund, Gratuity, leave encashment, and other admissible benefits as per company policy.

Employees who wish to continue their employment for a period beyond the retirement age should take CEO approval.

CEO & any employee reporting to CEO who wish to continue their employment after retirement age should take MosChip Board of Directors approval.

SECTION 3 – EMPLOYEE BENEFITS

3.1 Mediciam Insurance

Overview and Eligibility

Company's Mediciam policy covers all Full-time employees and their dependents from the Date of Joining. Any changes in the policy will be applicable from the renewal date expect in case the intimation was made within 15 days from the event, such as marriage, newborn.

The dependents include the following.

- Spouse
- Two Kids (Insurance for additional kid special approval should be taken from the CFO)
- Set of Two Parents or in-laws

The capital sum assured is fixed as per company policy in existence and it can be used by any member covered under this Policy.

For more details about the policy refer to the Medical and Hospitalization policy document of the Company as agreed with the service provider or please approach the HR Operations Team.

Coverage:

Coverage	Managers and above: 5,00,000/ Below Managers: 3,00,000
Claims	Cashless & Reimbursement
General Terms	<ul style="list-style-type: none"> • Hospitalization for more than 24 hours • Pre-Existing Diseases Expenses Covered • 20% Co-pay applicable on claims • Pre-Hospitalisation and Post Hospitalisation for 30 days & 60 days respectively are covered • Maternity Benefit • For New Dependent Enrollment (Newborn Baby & Spouse) will be done 15 days from the event. <p>Employees to approach: hrops@moschip.com</p>

Fraud claims and misrepresentation of facts while claiming the insurance result in disciplinary action which may include termination of employment.



3.2 Personal Accident Insurance

This policy is aimed at providing accident coverage to all employees of the Company in cases of death, partial disability, and complete disability due to accident, while in employment with the Company. The sum insured amount will be completely funded by the Company. The employees will get a sum assured as per policy in existence.

Eligibility	Only Full-time employees (no dependents) are eligible for the policy
Coverage	Self-Insured to a sum of 72 times the monthly basic, or Max Coverage Subjected to terms and conditions to the policy.
Exceptions to the policy:	<ul style="list-style-type: none">• The policy is subject to certain principal exclusions such as:• Intentional self-injury, suicide or insanity being the cause of death; or• The insured being under prolonged exposure to intoxicating liquor or drugs leading to a fatal condition.• Employees to approach: hrops@moschip.com

3.3 Leave Policy

MosChip believes that employees should have an opportunity to avail the leaves provided by Company. This will enhance productivity, help in attending personal matters and maintain work life balance.

The leave policy is applicable to all MosChip employees.

For calculating leave accounts, “year” shall mean the calendar year commencing on the first day of January and ending on the last day of December.

Scope and Eligibility:

Permanent employees of MosChip are eligible for the following leave types. Employees must apply for all leaves through the leave application tool, for the approval of their reporting manager. Turnaround time of 5 days will be given to apply leaves/regularize attendance. Window will be opened in HRMS tool to apply missed leave/attendance regularization on 24th and 25th of every month. If the leaves are not applied/regularized the attendance in the tool within the specified time as mentioned above will be considered as Loss of Pay.

Earned Leave: Calendar Year

- The objective of this category of leave is to enable an employee to go on planned leave for vacation, events, or unplanned leave when they are sick or meet personal exigencies on a short notice.
- To facilitate planned leaves wherever possible and factor for unpredictable nature of unplanned leave, and factoring for team schedules, earned leaves will be credited to each employee in every starting of the calendar month.
- Employees who have Under/ completed Probation are eligible for 22 days of Earned leave (EL) per calendar year.
- All employees are eligible to carry-forward un-availed 'EL' and accumulate up to maximum of 20 days in a year. Any accruals above 20 days would lapse on a half yearly basis.
- At any given time if an employee resigns, he/she is eligible upto 20 days towards leave encashment. Leave Encashment will be calculated on basic salary plus dearness allowance.
- Leave Encashment facility will be applicable only in case of employee's separation from the Company.
- All employees should plan the leaves at least a week prior which enables the manager and team to plan the work and approve the leave plan. Leave without approval is considered for disciplinary action.
- In case of emergencies, the intimation of leave will be allowed on merit of the case.
- The objective of this policy is to encourage employees to avail leaves to have proper balance between work and personal life.
- Interns, contractors, and other temporary personnel are eligible for 1 day leave for every month with no carry forward and encashment option.
- Only working days to be taken as leave days. Thus, even if a weekly off or holiday is prefixed and suffixed with leave, the weekly off shall not be counted as leave day. Thus, if one takes leave from Tuesday through to Friday with the Wednesday and Thursday in between being holiday, the number of leaves consumed shall be only two while the employee would be away from work for four days.

Paternity Leave

- Employee is eligible for 3 days of paternity leave to enable them, spend quality time with their family.
- It will be applicable only for employees who have less than two children. This leave must be utilized during the first month of the birth of the child and in a single block.
- Employees should give 2-3 weeks prior intimation to the manager.
- If such leave is not availed within the period, it shall be treated as lapsed.
- A male employee adopting a child below 3 months from of age shall also be entitled for 3 days of paternity leave benefit (only for one (1) occasion) from the date the child is handed over to them.
- The leave cannot be carried forward or cannot be encashed at any point of time.

Bereavement Leave

- Employees are eligible for 5 days of leave towards unfortunate loss of their family members, only in this case family members are confined to only, Father, Mother, Spouse, Children.
- These can be utilized as a single block in the first Thirteen days from the loss of the immediate family member.

Maternity Leave

Employees availing maternity leave may inform their respective managers 4 weeks prior to the commencement of leave. Following are the categories and the respective conditions for availing maternity leave:

Maternity Leave 1

Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled up to 26 Weeks of maternity leave with full pay, of which not more than 8 weeks will precede the date of delivery. The continuous service clause may be waived where the company has been notified of the employee's condition prior to appointment.

❖ Maternity Leave 2

Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 Weeks of leave with full pay immediately following the day of miscarriage or medical termination of the pregnancy. A certificate from a registered medical practitioner must be submitted.

❖ Maternity Leave 3

Tubectomy operation: In case of tubectomy operations, women employees are entitled to 2 Weeks of leave with full pay immediately following the day of her tubectomy operation. A certificate from a registered medical practitioner must be submitted.

❖ Maternity Leave 4

Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 Weeks leave with full pay. A certificate from a registered medical practitioner must be submitted.

❖ Maternity Leave 5

Adoption: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of Maternity leave are entitled to up to 4 weeks of Maternity leave with full pay upon the adoption of a child. The employee shall submit the proof of adoption. In case of non-submission or submission of fake documents, the Company may initiate disciplinary action against the employee.

- ❖ **Post Maternity Leave of Absence:** Further to the maternity leave policy, women employees of MosChip may avail additional leave, without pay, post maternity.
- ❖ Employees availing this type of leave must apply for a Leave of Absence, at least a week before completion of maternity leave.
- ❖ Leave of Absence (LOA) is unpaid leave, which is in addition to the normal leave an employee is otherwise entitled to. Employees on LOA will continue to be shown under the head count for the respective function / unit.
- ❖ Employees must have availed all accrued and any carried-forward earned leave before availing the LOA.
- ❖ Granting of LOA is subject to business needs, current/projected workload and any impact on employee's skills while on LOA.
- ❖ Employees are not entitled to receive any salary or benefits.
- ❖ While on LOA, the employee is subject to the MosChip Business Conduct Guidelines and the other rules and regulations of the Company including confidentiality obligations.
- ❖ Upon rejoining after LOA, the payroll for the employee will be initiated only upon the confirmation of the end date of LOA by the employee through a mail to HR within a week of the rejoining. No advance notification can be accepted; the mail must come to HR the day of, or after, the employee resumes work.
- ❖ On return of employee from LOA, MosChip will endeavor to identify a position within MosChip which complements the skill sets of the employee and which is comparable with the responsibility and remuneration of the employee at the time of the commencement of the LOA. However, the Company at its discretion may assign same project or different project based upon the requirement.
- ❖ If upon the expiration of 30 days after the return of employee, MosChip determines that no such comparable position can be found, the employment status will be communicated to the employee, which may also be a termination of employment by providing advance notice as per the employment terms. An employee who does not wish to return to work on the completion of the LOA should submit a letter of resignation. In the absence of a resignation letter, the Company reserves the right to terminate the services of the employee.
- ❖ An approved medical practitioner should certify the confinement and the employee must not take up any employment, temporary or part-time, or otherwise, during maternity leave period.
- ❖ Maternity leave can be used a maximum of two (2) occasions during an employee's tenure with the Company.
- ❖ Maternity leave cannot be encashed in any manner, under any circumstances. It cannot be accumulated or used in instalments.

Company reserves the right to make any changes in the Leave Policy at any time, without providing any prior intimation. Company management's decision will be considered as final decision in case of any grievances.

3.4 Published Holidays

The Company, in addition to Earned Leaves, also grants 12 days holidays (Including 2 optional holidays) as per calendar year to celebrate various festivals and other important holidays. The holiday list will be published and uploaded in HR Tool. Whenever additional holidays are added to the published list for occasions such as disturbances and calamities, etc., those will be adjusted against other published holidays or weekend holidays.

3.5 Employee Referral Program

Employees may refer individuals who fit the specifications given in job descriptions for vacant positions which HR Talent Acquisition team posts from time to time.

The employee's role will be limited to the submission of the resume of the candidate. After this the regular process of shortlisting and interviews will be applied to the referrals also.

If the preferred candidate is hired, the referrer is eligible to claim a referral fee.

A referral fee will be intimated to all the employees from time to time.

Guidelines of Referral Bonus:

- ❖ Upon Joining and completion of 3 months of service of the candidate, the referral bonus will be paid to the referred employee along with payroll.
- ❖ Referral bonuses will only be paid to existing employees who are actively employed with MosChip at the time when the referral bonus becomes payable as specified in this policy.
- ❖ In cases where special rewards are announced those will be applicable in lieu of a regular bonus.
- ❖ Referral credit cannot be given if the resume already exists in the recruitment database / in process with the TA Team.
- ❖ A referred resume is valid only for 6 months.
- ❖ In case of multiple referrals of the same candidate either by the same employee or multiple employees, only the first instance will be considered for Bonus.
- ❖ All employees who are in the rolls at the time of the bonus payment are eligible except for those in the roles of HRs, BDs, BU Heads, Directors & above.
- ❖ A referral bonus will be recovered from the referee if the referred candidate leaves the company within a year from his/her joining date.
- ❖ Referral bonus will be recovered from referee if referee resigns from the company within 6 months of joining of his/her referred candidate.
- ❖ Candidates will be selected purely based on merit and without prejudice.
- ❖ Mass submission of speculative resumes will not be accepted.
- ❖ Relatives of the referee will not be considered for the same department in which the referee is working. The final decision of hiring a relative will be at the sole discretion of management.
- ❖ Referee must not be a part of the interviewing panel.



- ❖ Exceptions to this policy may be granted with the approval of the CFO
- ❖ MosChip Management reserves the right to make changes to this program and referral bonus amount at any time and inform to all the employees about the changes. In case of any grievances, the decision taken by Moschip management is to be considered as final.
- ❖ Please refer the candidates to the respective recruiter and mark a copy to "referral@moschip.com"

3.6 Employee Stock Option Plan

An Employee Stock Option Plan (ESOP) is a benefit plan for employees which make them owners of stocks in the company. During employment, based upon level / grade, employees may be granted company stock options. At the time of grant, employees will be intimated by Company Secretary/HR.

3.7 Team Lunch

MosChip believes that team lunch brings employees to get together regardless of their position. It helps to know each other and give opportunity for team-building activity. The objective is not to spend every penny the company is budgeting but to focus on going to a safe and decent place, spending quality time with the teams, and thanking and appreciating the teams for their good work.

- Team lunches are allowed once in 6 months.
- INR. 1,250 (including taxes) per employee half-yearly is the upper limit. If the teams spend more than the specified limit, the company will limit paying INR 1,250 per employee. If the teams end up spending less than 1,250/- per employee, the company will pay the actuals. The teams are not entitled to get the difference paid by the company.
- Teams are not allowed to take a leave for these gatherings.
- Teams are advised to gather once every 6 months for a better team-building activity. The company doesn't permit teams to go for a gathering once a year with 2,500/- as the limit.
- It needs to be a team lunch and to be spent by the Manager/Sr Manager/AVP/VP/Sr VP/EVP
- Individual claims will not be accepted.
- Should not include liquor.

3.8 Training, Development and Professional Affiliations

We encourage you to develop your MosChip career by actively participating in professional associations and networks and seeking out new ideas and best practices related to your area of expertise. You should be proactive about your career development. With your manager's approval, we encourage you to attend conferences, seminars, and association meetings that directly relate to your current work or your professional development. If you become aware of a particular seminar or conference that you believe is appropriate for enhancing your skills, please bring it to the attention of your manager.

SECTION 4 - COMPENSATION POLICY

We are a performance driven Company and considerable efforts are made to ensure that your salary and benefits are not only internally equitable but also externally competitive. The Company, in consultation with an external consultant reviews the salary and benefits offered by other companies to offer the best in industry compensation.

4.1: Salary confidentiality

All information related to compensation, its elements and eligibility is confidential. All employees, therefore, have the responsibility of ensuring that details of the same are not shared with any third party, including fellow colleagues.

The overall compensation elements comprise of the following:

Gross components:

- Basic Salary
- Housing Rent Allowance ('HRA')
- Statutory Bonus
- Special Allowance

Flexi components:

- Telephone & Broadband
- Leave Travel Allowance ('LTA')
- Sodexo/ Food Coupons

We request that you refer to the employment / increment letters to know the components that are applicable to you.

4.2 Salary components- Fixed

Basic salary:

40% of the annual salary shall be paid as Basic Salary. This will be paid to you equally every month after deductions of the appropriate taxes.

This component is fully taxable as per the Income Tax Act, 1961 ('IT Act').

Housing Rent Allowance (HRA):

To meet the increasing costs of renting in major cities around India, the Company pays HRA as a component of the employee's gross salary which is equivalent to 40% of basic salary. This limit is fixed across levels and cannot be changed.

The rent receipts and other relevant documents are required to be submitted at the time of submission of Investment Declaration documents, during the month of December, every year. Further, the employee could also claim a tax exemption for the house rent paid subject to limits as specified by IT Act. Tax exemption will only be granted on submission of the rental agreement and rent receipts. Any documents submitted after the due date will not be considered and the taxes will be deducted at the appropriate rates.

Statutory Bonus:

8.33% on basic will be paid as Statutory Bonus if Basic plus DA is more than Rs.21,000/-.

15% on basic will be paid as Statutory Bonus, if Basic plus DA is Less than Rs. 21,000/-

4.3 Salary components- Flexi

Special Allowance:

It is the residual value of the compensation after opting for all the components.

This component is fully taxable.

Flexi Benefit Plans:

Component	Max Limit -Per Month	Remarks
LTA	Upto: Rs. 12,000/-	<ul style="list-style-type: none"> • Applicable to all fulltime employees. • Employees will get the exemptions subjected to bills submission. • Every employee must select the FBP components starting of the financial year at the time of declaration. • Tool will be open for employee only one time during the financial year to select the Flexible components at the time of declaration. • Tool will be open for one week, every month for New Employees. • Flexible components cannot be changed during the financial year
Food Coupons	Rs: 1100/-	
Telephone & Broadband	Upto: Rs. 3,000/	

a. Telephone & Broadband:

Employees of the company can opt for Telephone & Broadband expenses amounting to Rs.3,000 per month in FBP components.

The employees will be required to provide supporting evidence and bills (Postpaid connection and should be on employee's name). However, if an employee does not submit the proper bills, it will be fully taxable.

b. LTA:

The employees of the Company can opt for LTA to claim domestic travel expenses (International travel not covered), incurred by the employee while on leave.

LTA is eligible for any travel taken alone or with the family within India. 'Family' is defined to include employee's spouse, children and wholly or mainly dependent parents, brothers, and sisters of the employees.

Employees must take leave for the period of their journey and a leave application supporting such leave should be furnished. LTA can only be claimed against journeys performed by air, rail, and road. However, it does not cover any accommodation, food and other expenses.;



The employees will be required to provide supporting evidence and bills (boarding pass, railway tickets, toll fares, receipts etc.) at the time of claiming LTA to avail tax exemptions, subject to the conditions prescribed in the IT Act. However, if an employee does not travel and claims LTA, it will be fully taxable.

LTA can be claimed only on the travel expense. Food or stay or any such expenses excluding travel cannot be a part of it.

It should be noted that the employee can not claim LTA in every financial year. LTA can be claimed only for two journeys in a block of 4 years. The block years for the LTA purposes are decided by the government. The current running block for claiming LTA is calendar years 2022-2025

However, while submitting the proofs, employees should make sure only provide real bills/ receipts, as giving fake proof can land you in trouble with the tax department and as per the management discretion may lead to termination.

c. Meals/Food coupons:

Selected Food coupons amount will be deposited in respective employee food coupon card on monthly up to the maximum specified limit. The present limit is Rs.1,100 per month. Employees should opt as part of FBP component during the IT declaration in payroll portal. The meal/food coupons to the extent provided above are exempt from taxation.

Provident fund:

On joining the Company, you will become a member of the Employee Provident Fund ('PF'), Contribution to Provident Fund is mandatory. The employees whose Gross salary (excluding HRA) exceeds Rs. 15,000 can contribute 12% towards EPF wages or minimum contribution Rs.1,800 per month. For employees, whose Gross Salary (excluding HRA) salary is RS.15,000 or below, will contribute 12% of their EPF wages.

Contribution to PF is deducted and credited to your PF account, as an employee contribution.

The total amount standing to your credit in your PF account earns interest at a final rate based on the government norms, for the tenure of your membership.

You may withdraw or transfer the amount standing to the credit of your PF account on cessation of service as per the regulations of Employees Provident Fund and Miscellaneous Provisions Act, 1952 ('PF Act'). However, in case of withdrawal of PF before completion of 5 years of service (including any past service with other company where you were contributing to PF), the amount received from PF will be taxable as per the provisions of the IT Act.

As a member under the PF Act, you are also eligible to draw the amount lying to the credit of your PF account for purposes such as marriages, medical, housing etc., subject to PF regulatory norms. For details, please refer to the PF Act.

In addition to the compulsory contribution of 12% on EPF wages salary you may also make voluntary contributions to the Fund, which have tax benefits under section 80C. No matching contribution will, however, be made by the Company in respect of the voluntary contribution made by you.

The employer contribution would be considered as part of your CTC.

4.4 Gratuity

On separation if you have completed 5 years of continuous service with the Company, you will be eligible for gratuity as per the payment of Gratuity Act, 1972.

The amount of gratuity is calculated as half month's last drawn basic salary for each completed year of service subject to a maximum of INR 20,00,000.

The gratuity is calculated as per the following formula - 15/26 of the last drawn monthly basic salary for each year of service.

In the event of an unfortunate death of an employee during service period, future service gratuity policy will apply as per the Group Gratuity policy and no minimum service clause is applicable.

Gratuity payable to an employee may be wholly or partially forfeited in cases where:

- Services of an employee have been terminated for his riotous or disorderly conduct or any other act of violence on his part, or
- Services of an employee have been terminated for any act which constitutes an offence involving moral turpitude, provided such offence is committed by him in the course of his employment.

4.5 Payroll administration

The Company has outsourced its payroll administration to service provider Ascent – STOHRM Tool. The login credentials of the employees will be shared by Ascent in the subsequent month of joining. Once the login credentials are shared, employees are requested to update the details regarding investment, deductions, exemptions etc. The Company will not deduct income tax during the first month of salary payment. From the second month onwards, based on the input provided by the employee, the Company will make necessary tax deductions.

The Company will pay your salaries and other emoluments on the last working day of the calendar month for the respective salary month.

If a regular pay day is falling on a holiday/weekend, salary will be paid on the last banking day of the month.



SECTION 5 –NEW HIRE/COMPANY TRANSFER/RELOCATION POLICY

The intention of this policy is to ensure a smooth transition for all new hires/existing full-time employees transfer on account of business requirement, who are required to relocate from their current city of residence to a new work location, within India. The policy outlines the guidelines for allowable reimbursement of reasonable expenses attributable towards the relocation.

This policy applies to all regular full-time existing employees/new hires whose residence is in a city other than the agreed work location.

5.1 Relocation Expense Reimbursement

New hires are eligible for a relocation expense reimbursement of up to a maximum limit of Rs. 30,000, on submission of original bills for reimbursement.

The list of relocation related expenses for which these expenses can be claimed is as follows:

- Air or train travel for self and/or dependents
- Expenses incurred on movement of goods (includes packaging, handling, loading, unloading and transportation allowance)
- Taxi/Auto fare from residence to airport/station and from airport/station to the hotel/guesthouse

5.2 Accommodation arrangements

- Seven days accommodation for new hires will be provided at a hotel / service apartment, with.

5.3 Procedure for Claiming Expenses

- All bills must be uploaded in HRMS tool under Reimbursement module. e. g (Travel tickets, with boarding passes for air travel), detailed receipts from the transport service used with list of goods or original vehicle transfer documents etc.
- The expense report must be approved by the respective Manager in HRMS tool.
- The re-imbursements can be claimed in more than one claims but all expenses should be claimed within three months of joining.
- If an employee decides to quit the service within 12 months of joining, all relocation expenses will be recovered as part of the full and final settlement.
- Original receipts are mandatory for claiming expenses.

5.4 On-site Allowance

Your services can be transferred to any of our locations/customers situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.

On-site allowance INR 28,000 per month will be paid when employees are deployed at a customer site/location, other than their base appointed working location, on a project that runs more than 3 months period. This Allowance amount will be paid along with salary after deducting applicable taxes. Seven days accommodation will be provided at a hotel / service apartment. All other terms and conditions remain unchanged.

If the on-site deployment (anywhere within India) is for a period less than 3 months, the boarding, the lodging and the travel will be taken care by MosChip.



SECTION 6 - TRAVEL AND EXPENSE REIMBURSEMENT POLICY

MosChip promotes strong corporate fiscal management, frugality, and employee empathy and trust. While the MosChip Executive Team and Finance Team must maintain strong company controls, the Company also understands the business travel can be arduous and appreciates the needs of the employee while traveling.

Scope – This is applicable to all employees on official travel, within the city of employment, within India to other cities, and abroad. The limits and mode of travel are based on the eligibility specified as per the levels in the organization, which are subject to change from time to time and available with HR.

6.1 Travel Agency Support

MosChip is currently partnered with Third Party Agency, to assist in travel needs.

Please review and follow the T&E policy and guidelines as included below and if you have any questions, please feel free to contact Admin staff at “operations@moschip.com”

6.2 Local Conveyance

This policy applies to in-house employees using their own vehicle for official work (eg., Visiting clients, Government Officials, Local Purchases, etc.). On any working day, the employee may be required to travel to locations other than their office of posting. In such a case, such employees are allowed to claim reimbursement for that purpose. Employees must submit the details in HRMS tool for claim process.

- Anytime an employee attending OD (on duty) directly from residence without attending office, in such cases the employee would be entitled only for the extra kms over and above their normal travel kms from residence to office. E.g. an employee is based at “X” location, and distance between “X” and office is say 50 kms. If this employee is attending OD which is at “Y” Location and distance between “X” and “Y” is 60 kms then the employee is entitled for only differential kms i.e. 10 kms only.
- Employees who use their own vehicle for official use will be reimbursed as follows as per their applicable entitlement for four or two-wheeler:
 - Four Wheelers – Rs. 14 Per KM
 - Two Wheelers – Rs. 6 Per KM

In case an employee uses other than his/her own vehicle, the fares would be reimbursed at actual as per eligibility.

- Toll & parking fees will be paid extra at actuals.
- If you are working for extended hours i.e after 9.30pm in addition to the normal working hours i.e 9.30am to 6.30pm, during weekdays, and don't have a personal vehicle, you will be eligible to claim for reimbursement of conveyance with approval of the Manager / Head of department.
- If you are temporarily posted (more than 5 continuous working days or more) to any other branch office or client location, other than the one you normally report, then for that temporary posting period your office location is your new location and will not be eligible for Local Conveyance.



Approval from reporting authority has to be obtained for all the claims, and the same must be mentioned in the claim form. Bills to be submitted within 15 Days from the date of occurrence. If the bills submitted after the 15 days from the date of occurrence may not be accepted and may be denied.

Employee should submit the Claim form for reimbursement, to the Functional Manager and get approval from respective managers within 15 days of occurrence.

While approving, the Functional Manager should recommend for payment mentioning the need for visit outside office / extended working hours at office, as applicable.

All the proper approved claims will be paid within 15 working days, from the date of final review and approval Finance Department.

6.3 Meals Expense Reimbursement

This policy applies to in-house employees who are required to (i) work extended hours at office (ii) to work at/ visit a location outside normal work location.

This would include: -

- Breakfast if the employee needs to report to the office by 8.00 am or earlier.
- Lunch, when an employee works a complete day, at a location outside normal work location.
- Dinner, when an employee cannot start to home until three hours or more after normal working hours. Eg. When an employee works from 9.30 am to 6.30 pm and cannot start to home at 9.00 pm (twelve hours from employees reporting time for the day), the employee will be entitled for dinner, when approved by Reporting Manager.
- If you are temporarily posted (more than 5 continuous working days or more) to any other branch office or client location, other than the one you normally report, then for that temporary posting period your office location is your new location and not eligible for Expenditure reimbursement.

a) Business related expense reimbursement:

Employees will be reimbursed all business-related expenses at actuals with the prior approval of their respective reporting manager.

b) Weekend and Late-Night Meals

If a manager approves of working late in the evening (i.e after 9.30pm), working on weekends, employees can be reimbursed for meal receipts (lunch or dinner) as per eligibility. Employees must submit actual receipts for reimbursement on the expense report.

c) Expenses Breakdown (Maximum)

Breakfast	-	Rs. 100 per employee
Lunch/Dinner	-	Rs. 250 per employee

The following documentation is required and must be recorded on the expense claim form:

- Names of individuals present, their titles and company name (applicable for a client),
- Name and location of where the meal or event took place.
- Exact amount and date of the expense.

Employees should submit the Claim form for reimbursement in HRMS tool, to the Functional Manager within 3 days of occurrence.

While approving, the Functional Manager should recommend for payment mentioning the need for visit outside office / extended working hours at office, as applicable.

6.4 Domestic Travel:

Employee may have to undertake out-station travel within India on Company's business. A business travel is of a short duration from the normal place of work. The company will provide all arrangements for stay and commutation. In case an employee spends the amount for hotel stay and commutation, the same will be reimbursed based on the bills submitted to the in HRMS tool with respect to the approval.

The Domestic Travel Policy is applicable to travel on account of transfer to another location within India.

Level	Accommodation	Boarding Expenses	Mode of Travel	Mode of Local Conveyance
VP and above	Actuals	Actuals	Economy (Air)	Cab/ Actuals
Mgr (Principal engineer)/Sr Mgr / Director/ Sr. Director /AVP	5,000	1,500	Economy (Air)	Cab/ Actuals
Below Manager / Principal engineer	4,000	1,500	Economy (Air)	Cab/ Actuals

All Travel requests must be made 7 days prior to the start of travel. Incase an urgent travel, Business Unit head approval is needed to book the tickets.

6.5 International Travel

Travel Arrangements will be made by Admin with prior information from respective Head of Department. Accommodation will be provided by the company.

The Company will provide \$200 per day or equivalent currency as per diem for the complete day to cover all meals including Local travel, Breakfast, Lunch, Dinner & any other Miscellaneous expenses to all employees below VP.

For designation VP and above per diem is not applicable and all the bills will be reimbursed at actuals.

While on air travel, employees are eligible to fly in economy class.

All International Travel requests must be made 30 days prior to the start of travel.

6.6 Reimbursement Process and Documentation

a) Expense Reports and payment timings

Please submit expense reports and receipts in HRMS Tool and it should be approved by Respective Managers and the original documents to be submitted. Upon the respective manager's approval the finance team will review the details and proper claims will be processed for payment. Please contact the HR/Finance team if you have issues. Please take care in selecting the appropriate expense categories in HRMS Tool. Selecting incorrect categories may result in unpleasant discussions with auditors and tax authorities.

All the proper approved claims will be paid within 15 working days, from the date of final review and approval of the Finance Department.

b) Receipts

Detailed receipts for all expenses are required for reimbursement. Credit card bills are not acceptable receipts except for airline fares. Please include all receipts in the original when submitting the Expense Report ('ER'). Receipts should be submitted with the submitted ER to assist the company in managing overall expenses and costs. If you have lost a receipt, please include a note in the expense report any other information that may be required (such as a missing receipt for a meal please include all the names of the people at the meal). Reimbursement for missing receipt items is not standard practice and all items over Rs.500 should always be accompanied by a receipt as part of the expense report submission.

c) Process and timing details

The process and timeline to review and reimburse expenses include time for the finance team's review, approval, and processing. If a receipt is missing or a line-item needs follow up before reimbursement can take place, that specific line item in the expense report will be "held" for reimbursement until follow-up can occur, but assuming it is complete and compliant, the rest of the associated expense report will be approved and processed for reimbursement. Note that on "held" line items a new expense report will be created for that specific line item and will need to be approved again by the manager.

d) Eligible Expenses

Category	Policy Detail	Situations where clarification will be sought
Air Travel	Please use discount carriers and reserve the lowest airfare possible with the help of Admin/Travel Desk Book travel as early as possible to obtain the greatest savings. Only economy travel is reimbursable and exceptions should be approved by the CEO	Whenever an exception has not been approved by the BU Head.
	All reasonable types of ground transportation costs are reimbursable; please use the lowest cost option available that meets your travel	

USA-Ground Transportation	<p>needs.</p> <p>Please rent compact size cars only and additional features (with the exception of GPS) are not considered reasonable business expenses and are purchased only according to employee's personal preferences (and at the employee's personal expense). However, if you are traveling with a group of MosChip employees, you may be permitted to rent a larger car. Fuel purchased through the rental car agency is only reimbursable in emergency situations.</p> <p>Employees who are travelling abroad if purchase the travel insurance, they will be reimbursed for their expenses.</p>	Whenever an exception has not been approved by the BU Head
USA-Lodging	Accommodation will be provided by the company. For any details employees can contact the respective US admin team.	
US-Business Meals (e.g., where non-EEs are present)	Expenditure will be reimbursed against submission of bills	
Per Diem during US travel	MosChip will provide up to \$200 per day for complete day to cover all meals including Local conveyance, Breakfast, Lunch, Dinner & any other Miscellaneous expenses. Above VP designated employee's actuals bills will be reimbursed.	
India -Lodging	<p>Please select the lowest room rate option and use good judgment on hotel choice on Business Travel in India.</p> <p>Detailed receipts are required for lodging reimbursement; please break out costs into appropriate categories on ERF</p> <p>Laundry is only reimbursable when travel requires a minimum of 5 nights away.</p> <p>Other non-business-related expenses such as spa treatments, movies, health club are not Reimbursable.</p>	<p>Requested ERF detail not completed.</p> <p>Detailed receipts not Available. Per night costs more than applicable limits</p> <p>Missing receipts</p>
India- Employee Only Meals	<p>Meal expenses should be reasonable, e.g.:</p> <ul style="list-style-type: none"> • Breakfast Rs.100/EE • Lunch Rs. 250/EE • Dinner Rs. 250/EE 	<p>Meals cost greater than guidelines.</p> <p>Number and names of people at meal not included</p>

	In general, these meals should be working lunches for outside travel or for select special and infrequent occasions (e.g., new hire welcome)	on ERF Missing receipts
India-Business Meal (i.e., where non- EEs are present)	<p>While we realize business entertainment may be a bit more expensive, these meal expenses should still be reasonable, e.g.:</p> <ul style="list-style-type: none"> • Noncustomer event (e.g. recruit meal): See “reasonable” guidelines in EE-Only Meals” section. • Customer event: 1.5X “reasonable” guidelines in EE-Only Meals” section <p>Tips above 10% are not reimbursable</p>	<p>Meals cost greater than guidelines.</p> <p>Number and names of people at meal not included on ERF Missing receipts</p>
Ground Transportation	All reasonable types are reimbursable, please use the lowest cost option available that meets your travel needs India. Please refer s.no 6.2 for local conveyance reimbursement.	Purpose not mentioned in ERF.

General Guidelines:

- All travel bookings and arrangements will be done only by the administration department through company empaneled vendor partners only.
- For any queries related to this policy, please write to operations@moschip.com
- In case of any personal emergency, employees should inform to immediate reporting manager, Department Head or HR, whoever is reachable at the earliest and request for return travel.
- All employees must submit a reimbursement request within 5 working days upon arrival at the office, to ensure timely payments/adjustments of all expenses.
- In case of any change in travel plans, it is expected by employees that a sense of priority is exhibited for cancelling tickets to save cancellation charges. Please contact the operations team in such cases to take appropriate actions.
- It is recommended that employees always carry a valid identity card, Company ID card and business card while on business tour.
- Loss of any cash/luggage/personal belongings while on tour is a personal liability and therefore cannot be claimed for reimbursement.
- During travel, employees may be provided company assets and the same are expected to be taken proper care of. Any loss, damage or destruction of company provided asset would result in a cause for disciplinary action.
- All other communication protocols such as leave applications, work status / updates, etc. should be followed in the same manner as you would do it otherwise.
- Any extension in stay will be purely on business requirements and with necessary approvals from concerned stakeholders (Managers/Department Head/ Operations/ HR).



- Any extension requested by the employees directly will not be entertained.

Specific Non-Reimbursable Expenses

Including but not limited to:

- In Room charges pertaining to hotel/ guesthouse such as pay movies, alcoholic beverages, mini bar, laundry etc.
- Personal purchases such as luggage carts, briefcases, suitcases and other similar items.
- Personal services availed at the hotel/ guesthouse.
- Unauthorized attendance at on-site meetings, conferences, seminars, etc.
- Late payment penalties or interest on credit cards, if credit card is used while on business trip.
- Speeding and other traffic tickets
- Medical expenses incurred on a business trip may be claimed under the medical plan provided by the company (it is not mandatory) and are not to be listed on an expense report.
- Airline VIP club membership
- Any other penalties levied by any authorities for violating the rules during the travel.
- Any unexplained expenses.

Policy Review and Assessment

This policy may be reviewed yearly to ensure the conditions of the policy are in line with the business objective. MosChip management may make interim amendments in order to take into account changes in legislation and / or best practices. The company reserves the right to make any changes in the Domestic Travel Policy at any time, without providing any prior intimation. The company management's decision will be considered as the final decision in case of any grievances.



SECTION 7 - NON-DISCRIMINATION AND ANTI- HARASSMENT POLICY

Harassment in employment on the basis of sex (including pregnancy, childbirth, breastfeeding and related medical conditions), gender, gender identity, gender expression, race, color, national, origin, ancestry, citizenship, religion (including religious dress practices and religious grooming practices), age, physical or mental disability, medical condition, sexual orientation, military or veteran status, or marital status or any other protected characteristic is unlawful. 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 on 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.
 - Sexual harassment need not be motivated by sexual desire.

7.1 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 coworker 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, discrimination or retaliation on any prohibited basis, or if you have observed such harassment or discrimination, you should notify your manager or the Company's HR. The Company will investigate the matter and take such action as is warranted under the circumstances.

SECTION 8 - SEPARATION POLICY

MosChip is always unhappy to see a valuable employee resign, but if an employee has decided to do so and leaves the organization prematurely, he/she must tender a letter of resignation to the reporting manager of his/her department. This policy is drafted to lay down certain conditions which will enable for a smooth and hassle-free transit.

Definitions

For general understanding of employee separation can be categorized as

- **Voluntary Separation or Resignation:** This is when the employee decides that he/she wants to move out of MosChip.
- **Involuntary Separation or Business Let Go:** This is when due to some business reasons, the employee becomes redundant in the system.
- **Involuntary Separation - Performance Let Go -** This is when the performance of the employee is not as per expectations and he or she are asked to resign from the duties.
- **Involuntary Separation - Termination:** This is when the employee is terminated from services due to inappropriate behavior.
- **Absconding:** An employee will be termed as “absconding” if he/she remains absent from work for a period of 7 working days without intimation or approval

Scope

This policy will be applicable to all the Employees on the payrolls of MosChip.

Voluntary Separation - Resignation

Any employee wishing to move out of MosChip must submit his / her resignation in HRMS tool. The date of resignation on HRMS tool will be considered as official date of resignation for all purposes.

- Any employees wishing to move out of MosChip voluntarily must serve 90 days as notice period.
- Employees cannot apply for resignation on
 - Weekends
 - Holidays (Declared holidays by MosChip)
 - When the employee himself / herself is on leave
 - If the same is done will be considered invalid and would be rejected by HR.
 - Employees wishing for early release, need to take prior approval from the Head of Department /Head of HR. Prorated amount for the period of the notice period will be deducted from the F&F settlement.
 - The company withholds its right to accept early release and will be considered on the basis of the business requirement.
 - The company reserves the right to release the employee before completing the notice period without any severance.
 - During the notice period, employee shall continue to discharge his/her duties and attend the office as usual.
 - If the employee does not report to work during the notice period without prior approval from

the Reporting Manager for a duration of 3 days, they will be considered absconding and legal proceedings will be initiated against them. All the activities with respect to normal exit will be withheld.

- Leaves can be granted or adjusted against the notice period. This needs to be approved by the reporting manager.
- The company has the right to ask employees to extend notice period as required, in case employee had to take leave during notice period.
- It will be the Reporting Manager's responsibility to ensure smooth handover and knowledge transfer process during the notice period.

Involuntary Separation - Business Let Go

In the unfortunate event that an employee becomes redundant and must be released from the organization, this will be termed as Involuntary Separation- Business Let Go

- When the organization faces a redundancy of a particular skill, employees will be given a choice to train on other relevant and related skills.
- When the training is successful, the employee will be absorbed in some other projects and will continue in service.
- However, if there are no projects and the employee remains unutilized for a period of 60 days, then he/she will be asked to resign from the duties.
- All the documentation like reliving letter, experience letter etc. will be provided to the employee.
- The employee will be paid the applicable notice period.
- However, if an employee does not accept the change of skill or is not ready to change, they will be released with immediate effect.

Involuntary Separation - Performance Let Go

When an employee's performance is not as expected, he/she will be asked to resign.

- When an employee's performance is below expectations, he/she will be put on PIP (Performance Improvement Plan) – please refer PIP policy for more details.
- When an employee fails the PIP, he/she will be released from the organization with immediate effect.
- An employee who will be released as a performance let go, will be given all documentation like reliving letter, experience letter etc.
- Prorated salary will be paid immediately and notice period will not be paid.

Involuntary Separation - Termination

Forced exit of the employee following

- If an employee violates the terms of their employment contract, such as not accepting the client interviews, not agreeing for relocation and disclosing confidential information, they may be terminated.
- If an employee consistently fails to meet the expectations and standards of their job, despite receiving warnings and opportunities to improve, they may be terminated.

- Violation of the POSH (Prevention of Sexual Harassment at workplace) guidelines
- Inebriation and inappropriate behavior during the office hours
- Data leak or breach of confidentiality
- Insubordination
- Misuse of company asset and property
- Illegal transactions using one position and title given by the company.
- Transactions with customers, clients, or other employees, resulting in quid-pro-quo will be termed as Termination.
- All termination cases will be immediate.
- Documents like the reliving letter, experience letter etc. will be withheld.
- The prorated salary for the month in which the employee has been terminated will be paid immediately and no severance will be paid.

Absconding

- An employee will be declared absconding if he/she does not report to work for 5 working days without intimation.
- A registered AD letter will be sent to the employees' address asking him/her to return to work.
- The company reserves the right to initiate legal proceedings against the absconding employees.
- No remuneration will be paid and experience letter, reliving letter will not be issued.
- The salary will be kept on hold on an immediate basis irrespective of the number of days they worked in a particular month. The same will be intimated to the Finance department irrespective of the payroll date.

8.1 Full and Final Settlement:

Once the resignation is accepted and no less than two days before the last working day, the employee will complete the dues checklist and get it signed by the reporting manager and all support functions. Employees should also specify and attach all pending claims.

The resignation communication, with the recommendation of the reporting manager and no dues form signed by all support functions must be submitted to the HR department.

Full and final settlement will be made within 30 days from the date of issuing the reliving letter, subject to no dues and relevant details also being made available in the no dues form.

Employees must submit the Tax Proof documents in payroll portal, before processing their last month payroll, or else tax will be deducted based on the documents available with the company.

The following will be taken care of along with full and final settlement:

- Balance salary payable/recoverable
- LTA up to 31st March, if due
- Earned Leave encashment (Calculated on Basic salary)
- Gratuity, as per law
- Recoveries for outstanding advances and loans will be made from employee's Salary, and other eligible benefits.



- Recoveries for any Bonus (i.e., Longevities Bonus, Joining Bonus, Retention Bonus, and other committed Bonus)
- Any other amount recoverable from employee.

8.2 Notice Period

The employees who have submitted the resignation need to serve a notice period of 3 months or as applicable in their offer of appointment, whichever is more, irrespective of the level.

Waiver of notice period or pay in lieu of notice period upon resignation is entirely at the discretion of the Management.

Company or employee can terminate the employment by giving the other party notice as per the agreed notice period without assigning any reason. However, MosChip may at its sole discretion release the employee earlier on certain conditions to be determined by the Company at the time of termination or by the Company making a payment in lieu of all or part of the Notice Period. But in the event of early release by the company in view of resignation initiated by the employee the company will not be liable for any such payment.

Employees relieving from the service is subjected to satisfactory handover and successful completion of any assignment (s), they are working on and additional tasks, assigned to them, including tasks in the notice period.

8.3 Breach of code of conduct

Due to breach of code of conduct or other performance related concerns by the employee, the organization may initiate disciplinary process leading to employee separation.

The employee needs to complete all exit formalities and leave the organization immediately without serving notice period. In such cases, the employee does not receive a relieving letter. Only a termination of service letter is provided to the employee and the Full and Final Settlement is carried out post the last working day.

8.4 Termination

MosChip retains the right to terminate an employee. MosChip can terminate the employment of an employee who has been in the service of the Company for more than 3 months, by providing notice period as per appointment terms, to the employee. However, when an employee has not completed 3 months' services and/or is terminated due to misconduct, the Company would not be required to give the employee any prior notice. Payment in lieu of Notice period is entirely at the discretion of the Management.

8.5 Exit Interview

MosChip would like to discuss the reasons behind an employee's resignation. The company will hold an exit interview with the employee to discuss and understand the reasons for the resignation, and any other experience that influenced the employee to take such a decision. The HR representative conducts the exit interview. During the exit interview, the employee can express himself/herself freely. All the information

will be kept strictly confidential and will in no way affect any reference information that management will provide another employer about the employee.

8.6 General Guidelines

The notice period is provided to assist with the handover of charge/ responsibilities to the next incumbent. In the case of an employee-initiated resignation, the employee is required to serve the required notice period. For all purposes, the date of intimation of resignation will be the start date for computing the notice period duration. The duration of notice period shall be as per the details mentioned in the offer letter, or any modification made therein by a management order or last grade as applicable.

8.7 Use and disclosure of information

- Every employee has the responsibility towards maintaining the confidentiality of information provided to him / her by the Company. Employees should not make statements on any matter that may directly or indirectly involve the Company.
- Without prior approval, no employee shall make any statement to the media / press.
- The technical brochures and journals printed for internal / client circulation shall be handled responsibly and care must be taken to ensure that they do not fall into the wrong hands or competitors. This includes the Employee Handbook as well, which is the property of the Company and must be returned to HR at the time of leaving the Company.
- All concerns should be shared only with the reporting Manager and HR, and strict confidentiality is maintained on all matters. The management will take a strict view against anyone found behaving irresponsibly.

SECTION 9 - ANNUAL PERFORMANCE REVIEW PROCESS

Introduction

The purpose of Annual Performance Review Process is to:

- Help employee to understand their performance during initial phase of employment.
- Help employee by giving realistic feedback which helps them grow further in the organization.

Applicability/ Eligibility

Guidelines of this document is applicable for all employees, permanent and temporary.

Eligibility

- Any employee who has joined MosChip on or before Dec 31 of any year is eligible for the appraisal cycle in June the following year.
- For employees who are serving notice period will not be a part of the appraisal cycle.
- Anyone who decides / initiates the exit process before the appraisal is declared will be automatically considered non eligible for the appraisal process.
- Anyone who is on the PIP program while the process for appraisal is ongoing becomes non eligible for appraisal. Once the person successfully completes the PIP program then he / she will be considered for appraisal accordingly.
- Anyone who is on a long leave including but not limited to maternity, sabbatical will not be considered for appraisal process. They will be considered for appraisal once they resume the duties.

Exceptions

Exceptions to these guidelines may be granted with the approval of the Chief Financial Officer.

Process:

Actions	Ownership
Kick-off Performance Review Process	HR
Submission of Self-Appraisal Form to HR	Respective Employee
Review Discussion between Employee & Reporting manager	Reporting Manager & Employee
Sharing of Information about respective team's salary, experience, last year rating etc. to respective BU head.	HR
Budget Allocation to BU heads for their respective teams	CFO / CEO
Submission of all the relevant details with final rating & Recommended Salary Hike to HR	BU Head
Data Compilation & Submission to CFO	HR
Discussion with respective BU head, in case of required modification in recommended salary hike of any employee	CFO / CEO
Approval on Salary Hike to HR	CFO / CEO
Issuance of Increment Letters to Employees	HR Operations
Submission of Increment Details to Finance Team for Processing	HR Operations



Guidelines for Reporting Managers:

- Managers are required to consider guidelines given in Salary Range & Grades document and prepare their recommendation accordingly. Recommendation should include Performance Bonus pay-out for the last year and revision of Salary with details of all components as per the defined grade.
- Managers should provide guidance, coaching, and feedback to their team throughout the year on job duties and responsibilities, performance goals and expectations, appraising the performance and future development opportunities.
- During Performance Review conducted once a year, the manager should summarize these discussions in Performance Review discussion. The goal of the performance review is to provide constructive feedback on their performance and accomplishments for the previous year. As a result of this process, they should understand their job responsibilities and manager's and organization's expectations. Also, through this process specific action plans are determined which will allow the employee to achieve established performance goals.
- Managers are required to stick to the date of performance review, under any circumstances.
- Managers should be prepared with their feedback on each team member before review discussion. Please do not wait until the date of review.
- Team members with "BE" rating will not be eligible for an increment in the salary or any form of bonus. He/she would be required to enroll for a performance improvement plan.

Dos:

- Ensure to praise accomplishment of team members
- Deliver a positive message to your good performers by concentrating on their strengths and achievements during the conversation.
- Be specific on behaviors you want your employee to stop, start or continue.
- Use the face-to-face as an opportunity to demand improvement.

Don't

- Offer general feedback
- Talk about compensation during the review
- Sugarcoat the review for your poor performers.

Important Note

Do not make a judgement based on the most recent memories. Two scenarios are possible here:

Scenario 1

You have a team member who is an average or below-average performer all year. In the last two or three months leading up to the review, he starts to step it up. Recent memory colors your judgment and you will tend to rate that person highly. What you fail to account for is accuracy in assessment over time now you sit down to write their report.

Scenario 2

The employee is a solid performer who is suddenly encountering challenges. These are job related or may be they are personal. Trouble with a relationship, children, finances, health problems etc... there are a multitude of reasons for diminished performance. These recent issues have tainted an otherwise stellar work record. Again, you run the risk of seeing through too narrow of a lens.

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SECTION 10 – PERFORMANCE IMPROVEMENT PLAN POLICY (PIP)

Introduction

The purpose of the Performance Improvement Plan (PIP) is to help the employees focus and resolve their performance improvement areas. This policy enables us to define the task with respect to areas of improvement and assess the improvement at periodic intervals.

Scope

This policy is applicable to all the employees of MosChip.

Aim

The aim of the policy is:

- To provide a fair opportunity to the employee to improve their performance to a desired level.
- To address performance gap identified through the Management by Objective process (Define objectives, share them with employees, encourage employees to participate, monitor progress, and finally, evaluate performance and reward achievements.)
- To monitor the performance improvement of the employee at frequent intervals through frequent evaluation and feedback mechanism.

PIP Implementation

Performance Improvement Plans should be implemented in the following situations:

- If an employee's overall performance rating is "Below Expectation" in any quarter
- Their probation period is being extended.
- If a person gets a below expectation rating during the annual review process

PIP Process

HR initiates the PIP intimation meeting with the employee once the Reporting Manager send his request to HR to initiate the PIP of employee. Reporting Manager/Director, Mentor and HR will be part of the meeting.

During the PIP discussion with employee, the supervisor/manager should discuss the following:

- Communicate the identified specific performance improvement areas.
- The impact of the performance gap on the project
- Receive the employee's input with respect to the issues they are facing.
- Share expected performance results to the employee.
- Intent to offer a helping hand during the entire PIP.
- Probable output of PIP

Post PIP discussion filled PIP document will be shared with employee by HR. Employee has to share the acceptance of PIP over email or sign the PIP document in person.

**Review Sessions:**

PIP review session will be scheduled at frequent intervals based upon the duration of PIP. During the review session, feedback will be shared with respect to the completion of tasks that were assigned to them. For each session, a rating will be given by the Evaluator/Reporting Manager/Director and self-rating by the Employee will be done.

PIP Duration:

The duration of the PIP will be 90 days, post which the reporting manager needs to analyze the improvement and assess the continuity of the employment.

PIP closure:

- If PIP is successfully closed, employee will be retained and continue his services.
- If PIP is unsuccessful, the employee may be asked to leave the organization.
- Rating will be revised for whom the rating was Below Expectation during Annual Review Process once the PIP is successfully closed.



SECTION 11 - CODE OF CONDUCT, BUSINESS ETHICS

11.1 Code of Conduct:

This Code of Conduct and our company values represent the standards by which we all must operate. All employees of MosChip or any subsidiary of MosChip, as well as MosChip's Directors and Board members, must abide by this Code of Conduct. We also expect MosChip's contractors, consultants, suppliers, and agents to abide by our Code of Conduct in connection with their work for MosChip.

- ❖ **We operate with honesty and integrity:** We are open, transparent, and honest. We keep our commitments to each other, to our customers, and to our partners. We endeavor to communicate with our customers, partners, fellow employees, and suppliers in an honest and unambiguous way, and to avoid making any misstatements of fact, making misleading or exaggerated communications, or creating false impressions. We may make mistakes, but we quickly admit and correct them.
- ❖ **We treat others fairly and respectfully:** We foster a respectful work environment free from any form of discrimination, harassment, and intimidation. We provide equal opportunity in all aspects of employment. We do not tolerate discrimination, harassment, violence, or threatening behavior of any kind. We always treat everyone—fellow employees, customers, partners, and other stakeholders—with dignity and respect.
- ❖ **We uphold human rights:** We respect human rights, provide fair working conditions, and prohibit the use of any forced, compulsory, or child labor by or for MosChip.
- ❖ **We are responsible and law abiding:** We follow the law. This includes all applicable national, and local laws, rules, and regulations. We report wrongdoing, including fraud or illegal acts, if we encounter it.
- ❖ **We do not permit bribery:** MosChip's policy against bribery is clear—we never make or accept bribes to advance our business. A bribe is something of value that is offered or given to improperly influence a decision. Bribes often consist of money, but they could also be disguised as gifts, trips, entertainment, charitable donations, favors, or jobs. We do not offer or give anything of value for an improper or corrupt purpose, whether in dealings with a government official or the private sector, and regardless of the norms of local custom.
- ❖ **We avoid conflicts of interest:** We have a responsibility to make sound business decisions strictly based on MosChip's best interests without regard to our personal interests. A conflict of interest can occur when our personal activities, investments, or associations compromise our judgment or ability to act in the best interest of MosChip. We avoid conflicts of interest, or even the appearance of a conflict of interest.
- ❖ **We respect corporate opportunities:** We may not take for ourselves opportunities that are discovered using MosChip property, information, or position, and we will not use MosChip property, information, or position for personal gain, or compete with MosChip in any manner. We owe MosChip a duty to advance its legitimate business interests when business opportunities arise.



- ❖ **We safeguard confidential information and protect employee privacy:** We are committed to protecting the confidential, proprietary, and private information of our employees, customers, partners, and others with whom we do business. We respect and safeguard the private information and intellectual property entrusted to us by our fellow employees, customers, and third parties, using it only for legitimate business purposes and in accordance with all applicable laws and governing contracts. We are all also responsible for protecting MosChip's confidential information. We do not disclose any confidential MosChip information without a valid business purpose and proper authorization by our Legal Department. Our obligations in this respect continue even if our employment or other relationship with MosChip ends.
- ❖ **We are committed to a safe and healthy workplace:** We are committed to providing a clean, safe, healthy, secure, and drug-free workplace. Our employees have a responsibility for maintaining a safe and healthy workplace by following safety and health rules and practices and by reporting accidents, injuries and unsafe conditions, procedures, or behaviors. We do not tolerate violence and threatening behavior. We do not permit the use, possession, sale, or being under the influence of any illegal substance at MosChip or when representing MosChip in any capacity or conducting MosChip business.
- ❖ **We protect and properly use MosChip assets:** Theft, carelessness, and waste have a direct impact on our profitability. We use MosChip assets for legitimate business purposes.
- ❖ **Waivers of the Code of Conduct:** Waivers of our Code of Conduct must be approved in writing.
- ❖ **Violations of the Code, MosChip Policies, or the Law:** Anyone who violates the law, our Code of Conduct, or other MosChip policies or procedures may be disciplined, including termination of employment and/or his or her business relationship with MosChip, in accordance with local legal requirements. Certain violations of this Code of Conduct may be violations of the law, which may result in civil or criminal penalties, and MosChip will cooperate fully with the appropriate authorities in these situations.

11.2 Miscellaneous

❖ Non-Fraternization

To promote the efficient operation of the Company's business and to avoid misunderstandings, complaints of favoritism, employee morale and dissension problems, and claims of sexual harassment, supervisors and managers are prohibited from dating or pursuing or engaging in romantic or sexual relationships with employees whom they supervise, directly or indirectly.

If a relationship exists or develops between a supervisor or manager and subordinate employee, the Company reserves the right to separate the reporting relationship. Violation of this policy (i.e., by having and failing to report personal or sexual relationships with subordinate employees) may result in discipline, including termination.

❖ Drug and Alcohol Abuse

The Company is concerned about the use of alcohol, illegal drugs or controlled substances as it affects the workplace. Use of these substances whether on or off the job can adversely affect an employee's work



performance, efficiency, safety, and health and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage and/or injury to other people.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meals and rest periods). The Company prohibits the following:

- Possession or use of alcohol or being under the influence of alcohol while on the job, other than responsible use. This includes travel, business meetings and official Company-sponsored events.
- Distribution, sale, manufacture, purchase or dispensation of an illegal or controlled substance while on the job; or
- Possession or use of an illegal or controlled substance or being under the influence of an illegal or controlled substance, while on the job.

Violation of any of the above rules and standards of conduct is prohibited and may result in discipline, up to and including termination. The Company also may bring the matter to the attention of appropriate law enforcement authorities.

❖ **Appearance**

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat and clean in appearance. The Company reserves the right, on occasions, to issue more detailed dress code requirements in advance of, and in anticipation of, visits to the Company's offices by outside parties.

Ripped or torn clothing, Extreme hairstyles, Slipper or Chappal, Sportswear, are not acceptable.

❖ **Internal Employee Transfers**

MosChip is committed to providing growth and development opportunities for its employees. The Company recognizes that motivation, productivity, and retention are dependent upon people working in jobs that are well-suited to their interests, and therefore we encourage employees to apply for open positions within the Company that may enhance their career growth opportunities. However, please note that managers should not actively recruit within the company.

Employees may apply for a transfer opportunity provided they meet the following eligibility requirements:

- A minimum of 12 months of continuous service in their present position
- Job performance at a satisfactory level and not currently the subject of a formal disciplinary action
- Meet the minimum experience, skill, and education requirements for the open position.

Employees interested in applying for an open position within the Company should contact HR and the hiring manager for additional job information. If the employee so requests, initial inquiries will be kept confidential until the employee is informed that he or she satisfactorily fulfills the basic requirements after an initial meeting with the hiring manager. After meeting with the hiring manager, the employee must inform their direct manager of their intent to apply for an internal position. All internal candidates must go through the same interview process that external candidates go through.



The Company may require employees to transfer to specific positions based on business needs and conditions.

❖ **Violence Prevention**

The Company strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the employee's manager and/or HR. All complaints will be fully investigated.

The Company will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate discharge.

❖ **Safety**

Maintaining a safe work environment requires the continuous cooperation of all employees. The Company strongly encourages employees to communicate with fellow employees and their manager regarding safety issues.

All employees will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on MosChip' premises. Employees should contact their manager, the nearest manager, in the event of an accident or emergency.

If an employee is injured on the job, MosChip provides coverage and protection in accordance with the worker's compensation laws. When any injury is sustained while at work, it must be reported immediately to the employee's manager who in turn will notify HR of the incident.

Failure to report accidents is a serious matter as it may preclude an employee's coverage under worker's compensation insurance.

❖ **Employer Property**

All employees have a responsibility to maintain, protect and preserve all Company property with which they come into contact with and/or use.

Company property must be kept clean and is intended to be used for Company purposes only; personal use should be incidental and kept to a minimum. Examples of Company property include but are not limited to desks, computers, office equipment, proprietary information, company data, hardware, and software. The Company reserves the right to inspect all Company property, with or without notice. Accordingly, employees should have no expectation of privacy when using Company property, including among other items Company email and instant messaging/chat applications.

Misuse of company property may lead to termination of employment.

❖ **Electronic Communications**

The purpose of electronic mail ('e-mail'), Internet access, instant messaging/chat, telephone service and voice mail (collectively, the 'Electronic Communications Systems') is to facilitate internal and external Company transmittal of business-related information. All Electronic Communications Systems and all communication and information transmitted by, received from, or stored in these systems are property of the Company and, as such, are to be used primarily for job related purposes. In addition, the Company reserves the right to monitor the contents of electronic communications to supports operational, maintenance, auditing, security, investigative and other activities.



All employees must sign the Company's Acceptable Use Policy and adhere to its guidelines regarding its Electronic Communications Systems.

11.3 Outside Employment

❖ In General

The Company expects our employees to conduct business according to the highest ethical standards of conduct and to devote their best efforts to the interests of the Company. Business dealings that appear to create a conflict between the interests of the Company and an employee are unacceptable. The employee must disclose any possible conflicts so that the Company may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the Company's business dealings. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact Human Resources to obtain advice on the issue. A violation of this policy will result in appropriate discipline, up to and including immediate termination.

❖ Outside Employment Approval Request Process

Employees are required to obtain written approval from their manager before participating in outside work activities. Approval will be granted unless the activity conflicts with the Company's interests. In general, outside work activities are not allowed when they:

- Prevent the employee from fully performing work for which he or she is employed at the Company, including overtime assignments.
- Involve organizations that are doing or seek to do business with the Company, including actual or potential vendors or customers; or
- Violate the law or the Company's policies or rules.

From time to time, Company employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the Company must be given priority. Employees are hired and continue in MosChip, employee with the understanding that MosChip is their primary employer and that other employment or commercial involvement which conflicts with the business interests of MosChip is strictly prohibited.

11.4 Open door policy

MosChip promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss with their manager or any manager of their choice their work-related concerns so appropriate action may be taken. If the manager cannot be of assistance, HR is available for consultation and guidance.

The Company will attempt to keep all such expressions of concern, their investigation, and the terms of their resolution confidential; however, please recognize that while investigating and resolving the concerns, some dissemination of information to others may be appropriate. 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 employees' concerns are best addressed through informal and open communication.

11.5 Work confidentiality

Each employee is responsible for safeguarding confidential information obtained during employment. As a condition of your employment with the Company, you are required to sign and abide by the terms of the Non-Disclosure Agreement (the 'Confidentiality Agreement'). Any breach of the Confidentiality Agreement is prohibited and will result in discipline, up to and including termination. In addition, the Company has the right to take legal action to address a breach of the Confidentiality Agreement. In the event you have any questions about your obligations under the Confidentiality Agreement, please contact Human Resources.

Conclusion:

Ensuring that we conduct our business in compliance with the requirements of this Policy and the highest ethical and legal standards are the responsibility of each of us.