

Cubastion Separation Policy

Effective From Date: February 17, 2020	Policy Number: CUB/20 - 21/004
Effective till Date: Till further addendum released	Policy Owner: Human Resource

OBJECTIVE AND SCOPE

The objective of the separation policy is to keep the separation process simple, informed, and a basis for continued healthy relationship even post separation. This Policy shall define the rules governing the separation of an employee from organisation and shall be applicable to all the employees of Cubastion Consulting Private Limited including its group company/ies (collectively the “**Company**”).

MODES OF SEPERATION:-

(A) VOLUNTARY RESIGNATION AND ITS ACCEPTANCE:

- **Resignation and Date of Resignation (DOR)**

When an employee decides to separate from the Company, the employee should send the resignation mail to HR with a copy to reporting manager along with the reasons for resignation. The date of the mail shall be noted for the purpose of calculating the Notice Period to be served / Last working day. Therefore, an employee shall be deemed to have resigned from the date of the receipt of the mail. Once an employee resigns, HR will acknowledge the resignation mail.

- **Exit Interview:**

HR would conduct the exit interview within a week of receipt of resignation mail and accordingly issue an **Acceptance of Resignation / last working day** to the employee.

- **Early relieving:**

Management on its own accord, as may think fit and appropriate accept the resignation of an employee and relieve the employee earlier than his last working day as per the 3 months' notice period policy. Cubastion is not bound to pay any employee, who has voluntarily resigned and has been relieved early by the Company at its sole discretion.

Important Note: During the course of employment, an employee will be privy to or shall otherwise have access to sensitive and confidential information of the Company, which may include products' related information for existing or conceived products, business plans, information related to existing and planned projects, vendors and partners' related information and other valuable information of the Company or an employee may be or needed to be engaged in a project that needs to be completed or for the needs of other business reasons/requirements.

In the event an employee chooses to voluntarily separate from the Company, the Company shall have the right to refuse acceptance of three months' salary in lieu of notice period and

- require an employee to complete the assigned project, OR
- require an employee to continue to serve the Company for the notice period or any part thereof

During such notice period or part thereof, he / she shall not take up employment or any other engagement (including as a consultant or advisor), whether on a full time or part time basis, with any other person or entity.

(B) INVOLUNTARY SEPARATION:

In case of Involuntary Separation, which could happen because of poor performance, prolonged absenteeism or any other disciplinary issues (any deviation from the Code of conduct, ethical or policy standards). The policy is aimed at making the termination process smooth and in accordance with the applicable procedure as follows:

- Notice period or salary in lieu of the same shall be considered at the Company's sole discretion.
- Resignation of the employee/ Termination of services by the Company shall be asked/ given in writing
- The separation process in case of an involuntary separation shall be the same as detailed above

(C) ABSCONDMENT OF DUTY:

- In case an employee is absent from duty for more than 5 working days without any prior/ subsequent information to his/her Reporting Manager, he/she shall be termed as 'absconded'.
- In such a case the Reporting Manager shall inform HR over mail about the employees' last day at service and HR will issue the letter of 'Abscondment from Duty' (AFD) to the respective employee.
- If there is no revert from the employee within 2 – 3 working days of having sent the AFD letter, HR would send the termination of services letter via AFD 1 and subsequently initiate the employees' full and final settlement.
- Post sending the AFD 1, the employee would be deemed to be terminated from the services of Company with effect from his/her last day at service. After receiving the Full and Final details from payroll team, HR will send the Recovery Mail – 1 to the absconding employee.
- On failure of revert on the recovery payment from the exited employee, Recovery Mail - 2 shall be sent on the fifth working day of having sent Recovery Letter-1.
- On failure of a revert on the recovery payment from the exited employee post Recovery Letter- 2, a final Recovery Letter- 3 shall be sent to the exited employee and the case shall be handed over to the legal to initiate further actions and to settle the recovery against the settlement.

(D) SEPARATION IN CASE OF RETIREMENT:

It is informed that the Retirement age for employees at different levels in the Company's role hierarchy shall be **58 years**. Retirement shall be considered on the last working day of the month in which the concerned employee reaches the default retirement age. HR shall intimate 2 months in advance about the retirement clause to the concerned employee.

The separation process in case of a retirement would be same as detailed above.

(E) SEPARATION INCASE OF DEATH:

In the event of a death of an employee in service, HR will ensure all necessary actions such as settlement of accounts, return of Company property; payments etc. are completed on time in coordination with the legal heirs / guardian of the departed employee.

NOTICE PERIOD:

- **As per this Separation Policy, employee has to serve notice period before the release date. The notice period shall be as per the Appointment Letter of the employee, however, in case such detail is not present in the Appointment Letter then for any employee 90 calendar days or 30 calendar days (even during probation period) as the case maybe mentioned in their respective offer letters or supporting documents issues by HR.**
- An employee would be considered to have resigned in "good standing" if he/she serves the stipulated notice period as mentioned in the terms and conditions of the Appointment Letter of the

employee and gives a proper handover.

- **Salary in lieu of Notice Period:** Should the employee not serve the required notice period, he/she would be obliged to pay back to the Company, the shortage in his/her notice period or proportionate one/two/three month's salary*, as the case may be.
- *For the purpose of the policy, the term salary will include basic, all allowances and applicable special allowance, all/ any other allowance i.e. monthly fixed including PF.
- Failure to serve adequate notice may be a cause for non-payment of any further consideration for which such employee is obliged to serve the notice period and also denial for re-employment at a future date, and the employee may be deemed to have resigned "not in good standing".
- **Waiver of Notice period is an exception and can be proposed only by the Management Heads only on grounds of medical, service of good standing or such other case as they may deem fit for waiver. The final decision shall rest with the management.**

FULL AND FINAL SETTLEMENT FORM:

- Prior to being relieved, the employee needs to clear all his/her dues with the Company and get the requisite signatures from all departments/ concerned officials on the **Full and Final Settlement Form**. The form needs to be submitted to HR on the last working day.
- The exiting employee must inform the HR Department about his/her forwarding address so that all post separation communication can be sent to him/her. It is also important to intimate the HR Department of any subsequent address changes should the employee make a change in his/her communication address.
- The complete Full and Final settlement process shall roughly entail 30 calendar days to closure if the exiting employee has completed his/her 'exit formalities' as per process and is deemed to have exited in 'good standing'.
- The relieving letter and the experience letter would be released to the exiting employee only after the Full and Final Settlement is closed to Company's satisfaction.

AMOUNT RECOVERABLE AS PART OF FULL AND FINAL SETTLEMENT:

- Any recovery due from the exiting employee as a result of not serving the entire notice period shall be informed to the employee a week before his / her last working day.
- Any amount paid as Relocation Bonus or Sign on Bonus will be recovered from the exiting employee if he / she chooses to voluntarily separate, with or without serving requisite notice period, from the Company within 12 months of joining.
- The exiting employee needs to do the payment for the recoverable amount before his / her last working day.
- The Service certificate shall be released post the final settlement of dues between Company and employee.

IMPORTANT POINTERS:

Upon separation, as the case may be, of the employee from the company, such an employee for a period of one (1) year from the date of ceasing to be in such employment, that he/she on their own account or in association with others, not to solicit, engage with any employee, partner(s), customers/ clients or third party of Client/Customer of the Company, whom such an employee have called upon or with whom it became acquainted at any time during its employment period with the Company.

At any time within a period of one (1) year, the Company shall reserve the right to take any legal remedy against such an employee, if he/she solicit, engage with any employee, partner(s), customers/ clients or third party of Client/Customer of the Company.

- An employee's salary will be put on hold for the month he / she resigns. Employee needs to clear all their liabilities like salary advance, car loans, sign on/ relocation bonus etc. during the first month of their notice period. Employee will receive their salary for the 2nd n 3rd month of notice period provided they have cleared all outstanding dues with organisation including any notice period shortfall recovery.
- The balance salary will be released along with the full and final settlement which takes around 30 days from the last working day.
- Retention plan for eligible employees will be discussed during the subsequent meetings post exit interview. In case an employee decides to continue the services post the meetings, he / she will have to send the withdrawal of resignation mail to HR with a copy to Reporting Manager.
- An employee serving notice period is not eligible for any bonus or other benefits pay out like DIP (Deferred Income Plan), Annual Bonus Payment, Phantoms pay-outs, Stock options pay out etc.
- An employee will continue to have Insurance coverage under the company insurance policy during the notice period.
- An employee will not accrue any leaves for the notice period served. The leave balance (**calculated on prorata of eligible leaves on the date of resignation and leaves taken**) will be encashed along with full and final settlement. Any shortfall of leaves will be adjusted against the full n final settlement.
- An employee cannot avail any leave during notice period. Any leaves taken will extend the number of days in the notice period to be served. In addition, the balance leaves of an employee shall not be adjusted against the notice period shortfall.
- The shortage of working hours as per the Cubastion Leave Policy will be adjusted in the full n final settlement.
- Employee needs to submit the investment proofs (for the stipulated time of the respective financial year) in support of the declarations made by them to avoid any additional tax deduction in the full n final settlement.
- At the time of exit, any uninformed damage / physical damage to company assets will be adjusted in the full and final
- Any exception to the policy would require management's written approval.

Please feel free to contact the HR department for any clarifications/ interpretation/additional information that you may require.

****Disclaimer: This policy overrides all the information communicated earlier in regard to the Separation from the Company through appointment letter, salary revision letter or other such document w.e.f. release date.***