



**Northern Operating Services
Pvt. Ltd. and Northern Operating
Solutions Pvt. Ltd**

India Employee Handbook

September 2020

The policies or procedures described in the Employee Handbook or My Place should not be regarded as a contract of employment or a promise to provide employment, benefits and/or terms and conditions of employment for any period of time.

Dear Northern Trust Employee,

You are a member of a company that has continuously sought and consistently achieved the highest level of excellence since 1889. Maintaining a health, respectful, diverse, and thriving workplace has helped Northern Trust to both recruit and retain the best people and provide unrivalled service to our clients.

Our core values of service, expertise and integrity act as enduring principles that guide our interaction with clients, shareholders and employees.

The Northern Trust Employee Handbook provides a general description of Northern Trust's employment policies and procedures. Additional information can be found on My Place, the internal Human Resources portal. The Employee Handbook is intended to serve as a guide to familiarize you with what Northern Trust expects of you – and what you can expect from Northern Trust – but does not seek to anticipate every conceivable situation that might arise. Subject to local laws, the Employee Handbook and My Place descriptions of Northern Trust's employment policies and procedures supersede and make obsolete all prior publications covering the topics addressed, the policies and procedures described in the Employee Handbook and My Place may be revised and/or deleted from time to time. In this handbook, the terms "Employees" and "Partners" have been used interchangeably.

I encourage you to read the Employee Handbook carefully. Any questions not addressed herein may be answered on My Place, or raised with your HR Resource, or by submitting a question on My Place or contact HR Services at +1 630-276-5353 (or Toll Free in India: 000-800-050-2333).

I look forward to your continued contributions and our partnership at Northern Trust.

A handwritten signature in black ink that reads "Joyce M. St. Clair". The signature is written in a cursive, flowing style.

Joyce M. St. Clair

Executive Vice President and Chief Human Resources Officer

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EMPLOYMENT POLICIES

DIVERSITY AND INCLUSION

Long-standing core ethical values, diversity and inclusion are invaluable to Northern Trust's business success. We, therefore, recognise that the broad array of perspectives that result from acquiring, developing and retaining a globally diverse workforce promotes innovation and helps us succeed as a business enterprise and community advocate.

Our focus on diversity and inclusion helps us provide unrivaled service to clients and create a healthy, thriving workplace for employees from diverse demographic groups, leadership styles and skillsets. We celebrate differences, whether in thought or background, and educate our employees about those differences throughout the year with events, community outreach and connections to professional organisations.

Diversity

Diversity is about who we are—the differences at the individual or group level which make us unique in perspectives, attributes, experiences and background.

Inclusion

Inclusion is the act of creating a work environment in which any individual or group can feel welcomed, respected, supported and valued and can fully participate in and contribute to the organisation's success.

EQUAL EMPLOYMENT OPPORTUNITY (“EEO”)

Northern Trust is an equal opportunity employer. It is committed to a discrimination-free workplace and to providing equal opportunity to prospective, current, and former partners; including advertising, recruitment, placement, training and development, promotion, international assignments, compensation and benefits. It is Northern Trust's policy and commitment to ensure that all employment-related decisions are made without regard to age, colour, race, gender, religion, caste, creed, disability (unrelated to the ability to perform), medical condition including but not limited to HIV/AIDS, gender identity/expression, military status, sexual orientation, intersex status or any other legally protected status as required by applicable law. It is Northern Trust's policy to ensure that access to employment, training, and career progression is determined solely by the application of objective, legitimate, and proportionate criteria and individual merit.

Northern Trust does not discriminate against any gender while recruiting, promoting, training, or transferring for the same work or work of a similar nature. However, where the employment of women in such work is prohibited or restricted by or under any law for the time being in force, it is committed to comply with all such laws.

One of Northern Trust's objectives is to attract and retain qualified individuals or those who are able to develop sufficiently to undertake assignments within Northern Trust.

Equal Employment Opportunity for Persons with Disability: Policy Statement

Northern Trust is committed to complying with the provisions given in the Rights of Persons with Disabilities Act, 2016 (**Act**) and the rules framed thereunder. As per the Act, Northern Trust will endeavor to ensure that:

- A discrimination-free workplace is provided for persons with disabilities in all aspects of employment, including advertising, recruitment, placement, training and development, promotion, international assignments, compensation and benefits.
- Reasonable accommodations/adjustments are provided for job applicants and employees with disabilities. Employees can write to ReasonableAccommodations@ntrs.com to request for any accommodations/adjustments.
- Accessibility standards for physical and digital infrastructure are complied with.
- A liaison officer is appointed to ensure the effective implementation of the policy framed under the Act.
- A grievance mechanism is put in place for addressing issues related to discrimination / harassment of persons with disabilities.
- Data concerning persons with disabilities, relating to the matter of employment, facilities provided and other necessary information in compliance with the provisions of the Act, is collected and maintained with confidentiality of the data provided being ensured.
- The Equal Employment Opportunity Policy framed under the Rights of Persons with Disabilities Act 2016, is displayed on Northern Trust's website and/or at conspicuous places in the premises and on MyPlace.

ANTI-HARASSMENT POLICY

Northern Trust is committed to maintaining a work environment that is free of discrimination, including harassment and unwelcome conduct, on the basis of age, colour, race, religion, gender, caste, creed, national origin, citizenship status, disability, medical condition including but not limited to HIV/AIDS, marital status, sexual orientation, intersex status, gender identity/expression, veteran status, or any other legally protected status.

Northern Trust will not tolerate any form of harassment, including sexual harassment, in violation of this policy, against any employee by anyone, including co-workers, supervisors, executives, officers, directors, vendors, clients, customers or agents.

All Northern Trust employees are responsible for helping us assure that our work environment, either on or off premises, is free from harassment and are expected to avoid any behaviour or conduct that could reasonably be interpreted as harassment. To assist with this responsibility, all employees are required to complete mandatory training.

PROHIBITED CONDUCT

For purposes of this policy, "harassment" is defined as any conduct which has the purpose or effect of:

- creating an intimidating, hostile or offensive work environment;
- substantially or unreasonably interfering with an individual's work performance; and/or
- otherwise adversely affecting an individual's employment opportunity.

The conduct prohibited by this policy includes any unwelcome statement or conduct, whether verbal, physical or visual, that denigrates or shows hostility or aversion towards an individual or the individual's relatives, friends or associates based on a legally protected status.

Among the types of conduct prohibited by this policy are:

- epithets, slurs, negative stereotyping or intimidating acts based on an individual's protected status and the circulation or posting of written or graphic materials that show hostility toward an individual because of the individual's protected status;
- jokes, kidding or teasing about another person's protected status; and/or
- bullying, which is defined as verbal abuse, offensive conduct that is threatening, humiliating or intimidating, or interfering mistreatment that keeps work from being accomplished.

This policy applies to the conduct of all employees. Any harassment of or by Northern Trust employees in violation of the foregoing rules is absolutely prohibited and will not be tolerated.

This policy extends to each and every level of Northern Trust operations. It applies not only to all Northern Trust worksites, but also to all work-related events and social functions (whether on or off Northern Trust premises) and to business travel, including any place Northern Trust business is being conducted or discussed.

Northern Trust's Anti-Harassment Policy comprises two parts — one dealing with all forms of harassment excluding Sexual Harassment (**General Harassment**) and the other dealing with Sexual Harassment (as defined below). For any complaints relating to General Harassment, partners are encouraged to follow the redressal process set out below. Sexual Harassment complaints will be dealt with as per the applicable laws and Northern Trust's policy as set out in the subsequent section of this Chapter.

PROCESS FOR DEALING WITH GENERAL HARASSMENT

All Northern Trust partners must help assure that we avoid harassment. No partner, not even the highest-ranking individuals at Northern Trust, are exempt from this policy. If you feel you have experienced or witnessed any conduct that may be inconsistent with this policy, you should contact your manager, HR Resource or Employee Relations Department at Employee_Relations@ntrs.com. All of the above are authorised to receive and address reports/complaints of harassment or discrimination, and to provide information about our policy or the complaint process. You may also call NAVEX Global, an independent hotline provider, at 0001-888-372-87989, or on this secure Web site <http://www.tnwinc.com/northerntrust>, to report any inappropriate conduct, 24 hours per day, seven days per week. Please be advised that we may not be able to fully investigate anonymous complaints.

Any complaint in this regard should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations, if language is relevant, and any documentary evidence (notes, pictures, cartoons, etc.). If Northern Trust determines that its policies against General Harassment have been violated, it will take appropriate remedial and disciplinary action designed to stop the General Harassment and to deter any future General Harassment. If a complaint of General Harassment is substantiated, appropriate disciplinary action, up to and including immediate termination, will be taken against the partner found to have engaged in such conduct.

POLICY ON PREVENTION, PROHIBITION AND REDRESSAL OF SEXUAL HARASSMENT

It is the goal of Northern Trust to promote a workplace that is free of Sexual Harassment. Sexual Harassment of partners occurring in the workplace or in other settings in which partners may find themselves in connection with their employment is unlawful and will not be tolerated by Northern Trust. Further, Northern Trust will not tolerate any retaliation against an individual who has complained about Sexual Harassment or against an individual for cooperating with the investigation into a Sexual Harassment complaint.

In accordance with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (**SH Act**), Northern Trust has provided a framework to specifically deal with acts of Sexual Harassment in the workplace. While the SH Act is only intended to protect women, Northern Trust is committed to providing a workplace free of Sexual Harassment, and therefore this Sexual Harassment policy (**SH Policy**) is intended to be gender neutral and will apply uniformly in case of Sexual Harassment of any person, irrespective of the gender, gender identity and gender expression of the parties. Northern Trust prohibits all forms of inappropriate sexual behaviour at work, and all partners must avoid any action or conduct which could be viewed as Sexual Harassment.

Scope

The SH Policy is applicable to all partners of Northern Trust, which, for the purpose of this SH Policy, shall include all permanent and temporary partners, probationers, trainees, apprentices and also contract workers or vendors/consultants working on Northern Trust's premises. In the case of an allegation of Sexual Harassment made against a contract worker, Northern Trust will work with the direct employer of the alleged offender to decide how the matter should be dealt with.

This policy is applicable not only on Northern Trust's premises, but also in instances where individuals covered by this policy have occasion to interact on a work-related basis (e.g., in vehicles, third-party premises, off-site meetings, video conferencing or other calls and public venues). Northern Trust will not tolerate any form of Sexual Harassment, if engaged in by its partners, clients or suppliers or any other business associates, if such conduct occurs on Northern Trust's premises or during the course of the partner's work for Northern Trust.

The policy applies to any allegations of Sexual Harassment made by a partner, client or visitor against a partner, if the conduct occurred on the premises of Northern Trust, or during the course of the partner's work for Northern Trust.

Definition of Sexual Harassment

"Sexual Harassment" includes any one or more of the following unwelcome acts or behaviour (either direct or by implication), namely: (i) physical contact or sexual advances; (ii) demands or requests for sexual favours either explicitly or implicitly; (iii) other verbal, physical or visual conduct of a sexual nature or a gender-biased nature such as sexually coloured remarks, and jokes; (iv) showing of pornography, lurid stares, stalking, sounds, display of pictures, or signs, with sexual overtones, and verbal or non-verbal communication of a sexual nature; and/or (v) any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.

The following circumstances, among other circumstances, if they occur or are present in relation to or connected with any act or behaviour of a sexual nature may amount to Sexual Harassment:

- implied or explicit promise of preferential treatment in a person's employment; or implied or explicit threat about a person's present or future employment status; or
- implied or explicit threat of detrimental treatment in that person's employment; or
- interference with their work or creating an intimidating offensive or hostile work environment for that person; or
- humiliating treatment likely to affect health or safety.

Specifically, no supervisor or other partner shall threaten or insinuate, either explicitly or implicitly, that a partner's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that partner's employment, wages, benefits, advancement, assignment, duties, shifts, or any other condition of employment or career development.

Sexual Harassment is not limited to explicit demands for sexual favours. While it is not possible to list all actions that may constitute Sexual Harassment, the following are examples of conduct which, if unwelcome, may constitute Sexual Harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- sexually-oriented written or oral epithets, kidding, teasing, jokes, or references to sexual conduct, gossip regarding one's sex life, comments on an individual's body, inquiries into one's sexual experiences, and comments about an individual's sexual activities, deficiencies, or prowess;
- unwelcome sexual flirtations, advances or propositions, whether or not they involve physical touching;
- continued or repeated verbal abuse of a sexual nature;
- graphic or degrading comments about an individual or the individual's appearance or sexual activity;
- unwelcome visual conduct, including leering, whistling, sexual gestures, suggestive comments, and the display of sexually suggestive objects, pictures, cartoons, or posters;
- subtle pressure for sexual activity;
- suggestive or obscene letters, e-mails, notes or invitations;
- unnecessary and degrading references to someone's sexual orientation, gender identity or their perceived sexual orientation or gender identity
- offensive physical contact such as patting, grabbing, pinching, kissing, hugging, groping, fondling, or brushing against another's body; and/or
- use of Northern Trust's business communications systems, including telephone, voicemail, computer and mail systems for sexual harassment.

This policy prohibits any such work-related conduct, regardless of the circumstances. We are committed to providing an environment free of Sexual Harassment so that there is no violation of law.

However, this policy forbids Sexual Harassment regardless of whether it rises to the level of a legal violation. Such conduct is a ground for disciplinary action, which may include termination of employment without notice.

CORRECTIVE ACTION/COMPLAINTS OR NOTIFICATIONS

Northern Trust has constituted an Internal Committee (IC) at each of its offices for redressal of Sexual Harassment complaints and for ensuring time bound treatment of such complaints. All complaints/reports should be in writing, describing conduct that is inconsistent with the SH Policy. All such complaints will be investigated promptly and thoroughly by the IC.

The names and contact details of the members of the IC are set out in required format and displayed on the notice boards. Northern Trust shall have the right and absolute discretion to remove or replace any member of the IC, if Northern Trust believes this is necessary or appropriate.

The IC is responsible for investigating every formal written complaint of Sexual Harassment and making recommendations to Northern Trust on the actions to be taken against the respondent.

- During such investigation and in imposing any discipline, Northern Trust will attempt to preserve confidentiality to the extent the situation permits it to do so.
- All partners involved in the investigation are expected to respect the need for confidentiality.
- An IC investigation may include a private interview with the person filing the complaint and with the witnesses. The IC may also interview the person alleged to have committed the harassment.

Complaints

Any individual who is a victim of Sexual Harassment at the workplace may make a formal complaint by writing to the email ID PoshIndia@ntrs.com, which is accessible to the Chairperson of the IC at each facility. You may also contact the Presiding Officer or any IC member individually (IC list is published on My Place and notice boards). In certain special circumstances, where the victim is unable to make the complaint, the IC may allow an authorized person to make the complaint in accordance with applicable law. The complaint must be in writing, and can be in the form of a letter or an email. The complainant is required to disclose their name and contact details, and where the complainant is a partner, the department and division the partner is working in, to enable the IC to contact the complainant and take the matter forward. The supporting documents and the names and addresses of witnesses must also be submitted along with the complaint.

The complaint should be made within three months from the date of the occurrence of the alleged incident and, in cases of a series of incidents, within a period of three months from the date of the last incident. The IC may, at its sole discretion, extend this time limit by up to three more months if it is satisfied that the circumstances were such that they prevented the complainant from filing the complaint within the period of three months.

Processing the Complaint

- a) The IC will normally hold a meeting with the complainant, as soon as practicable, but not later than a week in any case. At this meeting, the IC shall hear the complainant and record their allegations and encourage them to submit any corroborative material with any documentary proof, oral or written material etc., to substantiate the complaint.
- b) The IC shall normally forward a copy of the complaint to the respondent, within seven working days of receipt of the complaint, or within such time period as it may deem

reasonable, and give them an opportunity to submit a written explanation if they so desires.

- c) The respondent shall file their reply to the complaint along with their list of documents and names and addresses of witnesses within a period of 10 working days from the date of receipt of the complaint from the IC or such other period that the IC may specify.

Further Action Following the Complaint

Conciliation

- a) The IC may, before initiating an inquiry and at the request of the victim, take steps to settle the matter between the victim and the respondent through conciliation, provided that no monetary settlement shall be made as a basis of conciliation.
- b) The IC shall record the terms of the settlement so arrived at, and forward the same to Northern Trust to take action as specified in the recommendation.
- c) When a settlement has been reached, no further inquiry shall be conducted by the IC.

Inquiry into the Complaint

- a) Where the victim informs the IC that any term or condition of the settlement arrived at as part of the conciliatory proceedings has not been complied with by the respondent, or if the victim does not request conciliation, or if the conciliation process fails, and where the respondent is a partner, the IC will proceed to make an inquiry into the complaint in accordance with the provisions of this policy.
- b) Quorum for the inquiry proceedings shall be three members of the IC including the Presiding Officer.
- c) Both the respondent and the complainant (unless specifically exempted by the IC in writing) shall be required to attend every hearing. If either party fails to attend three consecutive hearings without sufficient cause, the IC may terminate the inquiry or pass an *ex parte* order with 15 days' notice.
- d) While conducting the inquiry, the IC shall call upon such witnesses as it may deem appropriate, and provide a reasonable opportunity to both the complainant/victim and the respondent to be heard.
- e) On completion of the inquiry, the IC will prepare a report of its findings and a recommendation for action to be taken by Northern Trust.

Interim Relief

During the pendency of the inquiry, upon a written request being made by the victim, the IC may recommend that Northern Trust:

- a) transfer the victim to another department/division as deemed appropriate;
- b) transfer the respondent to another office/department/division as deemed appropriate;
- c) grant leave to the victim up to a period of three months; or
- d) restrain the respondent from reporting on the work performance of the victim or writing the victim's appraisal/ confidential report(s).

The IC may also recommend that Northern Trust suspend the respondent with full pay during the pendency of the inquiry if the circumstances so merit.

IC's Recommendation and Action By Northern Trust

Where any partner of Northern Trust is found guilty of Sexual Harassment or retaliation depending upon the gravity of the offence and without prejudice to any legal right(s), the IC may make any of the following recommendations of disciplinary action to be taken against the respondent:

- Direct the respondent to undergo training or counselling to address any specific issues.
- Direct the respondent to provide a written apology to the victim clearly indicating that such behaviour will not be repeated and that no retaliatory steps will be taken by them or others on their behalf against the victim.
- Transfer the respondent to another/departments/division.
- Give a verbal or written warning which will also be noted in the respondent's record.
- Withhold an increment or bonus (whether in full or in part).
- Withhold a promotion.
- Direct the termination or suspension of employment of the respondent.
- Any other recommendations as it may deem fit.

The IC may also recommend that Northern Trust deduct a compensatory sum from the salary of the respondent and pay it to the victim or the respondent may be directed to pay the compensatory amount to the victim.

In the event the IC comes to the conclusion that the respondent is not guilty of sexual harassment, Northern Trust shall not take any further action, as per this policy. However, Northern Trust is free to perform its investigation into whether the conduct would amount to general harassment and take appropriate action.

If the victim desires to take criminal action against the respondent, there shall be no objection by the IC and Northern Trust. In such an event, Northern Trust will attempt to provide all reasonable assistance to the victim.

Punishment for False or Malicious Complaint and False Evidence

Where the IC arrives at a conclusion that the allegation against the respondent is malicious, the complainant has made the complaint knowing it to be false or the complainant has produced any forged or misleading document, it may recommend that Northern Trust take action against the complainant. The IC may also recommend that Northern Trust take appropriate disciplinary action when it arrives at a conclusion that any witness has given false evidence or produced any forged or misleading document. These recommendations made by the IC will be similar to the recommendations of disciplinary action, including and up to termination of employment, to be taken against the respondent if they are found guilty of sexual harassment, as discussed above.

Confidentiality Obligations

The IC will promptly investigate all claims. Northern Trust understands that it is difficult for the victim/complainant to come forward with a complaint of Sexual Harassment and recognizes the importance of keeping the matter confidential in the interests of the victim/complainant, respondent, witnesses, and others who may assist with the inquiry into a complaint of Sexual Harassment. Hence, all complaints, inquiries, connected records, contents of meetings, results of investigations, and other relevant material will be kept confidential to the extent practicable and required by law. The extent of confidentiality in respect of all such material will be consistent

with the need to conduct an adequate investigation and the need to take prompt and appropriate action.

If any victim/complainant, respondent, witnesses, or IC members breach the confidentiality of the inquiry process, they would be liable for disciplinary action, up to and including termination.

RETALIATION PROHIBITED

Northern Trust forbids retaliation against anyone for:

- reporting any harassment;
- registering a harassment complaint pursuant to any policy in this Employee Handbook;
- assisting in making a harassment complaint;
- cooperating with the investigation into a complaint of harassment; and/or
- filing an administrative claim with a governmental agency.

All Northern Trust partners have a personal responsibility to conduct themselves in compliance with this Policy and to report any observations of harassment or retaliation. Partners experiencing or witnessing any conduct they believe to be harassing or retaliatory, by way of intimidation, pressure to withdraw the case or threats for reporting, testifying or otherwise participating in the proceedings, should immediately follow the reporting procedures outlined above or contact any member of the IC. Any person who is found guilty of retaliation may be subject to appropriate disciplinary action, up to and including termination.

DISCIPLINARY POLICY

Northern Trust is committed to providing a work environment where partners can work harmoniously and efficiently. As a move towards this objective, Northern Trust has formulated this “Disciplinary Policy” which all partners are expected to read, understand, and abide by its terms.

The Disciplinary Policy establishes rules pertaining to partner conduct and responsibilities so that all partners can conduct themselves according to the rules of general acceptable behaviour and good conduct. The purpose of this policy is not to restrict the rights of partners, but rather to help them work together harmoniously, according to the standards Northern Trust has established for an efficient and courteous work environment.

This policy applies to all partners and prohibits behavior which is not in line with Northern Trust’s core principles and this Employee Handbook.

Dealing with Violations

Misconduct or violations will include intentional wrongdoing, gross negligence or failure to act, a violation of Northern Trust’s policies or procedures, laws or regulations, and a deviation from normally accepted standards of conduct/professionalism.

Northern Trust will immediately undertake an effective, thorough and objective investigation into the misconduct violation and, where necessary, Northern Trust will conduct an inquiry in accordance with applicable law. The process of dealing with any conduct that amounts to Sexual Harassment at the workplace shall be as stipulated in the SH Policy set out above, and the process described herein shall not apply to such incidents.

Normally, a sanction for any violation under this Employee Handbook will be imposed after holding an inquiry or giving an opportunity to the concerned partner to explain their conduct. However, depending on the nature and severity of the incident and other circumstances, an inquiry may not be conducted (e.g., where the guilt of the partner in question is readily apparent, admitted or uncontested, or where such an inquiry will be nothing more than an empty formality), or may be conducted in a brief (but unbiased) manner with the involvement of the HR Resource (e.g., where the incident is minor in nature or only merits a verbal or initial written warning). The aforementioned examples are only indicative in nature, and Northern Trust retains the absolute right and authority to assess, on a case-by-case basis, and, in its sole discretion, to recommend the appropriate procedure to be followed in connection with a particular incident.

Wherever Northern Trust believes it to be necessary, Northern Trust will appoint an inquiry officer to conduct the inquiry in a fair and unbiased manner. The partner will be given reasonable notice of the place, date, and time of the inquiry. The partner will not have a right to legal representation during the inquiry, nor to representation by a co-worker or any other third party during the course of the inquiry. However, the inquiry officer may, in their sole and complete discretion, allow the partner to be accompanied by a co-worker if it assists the Partner in overcoming any disability.

If the partner fails to appear before the inquiry officer at the appointed place, date and time without showing sufficient and reasonable cause or make any representations otherwise, then the inquiry may be completed in the partner's absence.

At the conclusion of the inquiry, the inquiry officer will submit a report to Northern Trust with details regarding the evidence that has been submitted and the arguments that were put forward. The inquiry report will include the inquiry officer's findings, along with their recommended action.

Northern Trust may, in its sole discretion, suspend the partner, with full pay, during the course of such investigation or inquiry.

Disciplinary Action

If Northern Trust concludes that a misconduct or violation has occurred, necessary action will be taken in a manner which Northern Trust shall determine in its sole discretion, reflecting the severity and circumstances of the misconduct or violation. Disciplinary actions may comprise a verbal warning, a written warning, a final written warning, a suspension or immediate termination of employment (without notice or payment in lieu of notice). Northern Trust, in its sole discretion, may also consider other forms of punishment such as withholding of bonus(es), salary increment(s), or promotion(s), etc. Any such disciplinary action taken will be recorded in the partner's written service record.

Confidentiality Obligations

Northern Trust's aim is to deal with disciplinary matters and complaints sensitively and with due respect for the privacy of any partner involved. In addition to existing confidentiality obligations, all partners must treat as confidential any information communicated to them in connection with a matter which is subject to the policies contained in this section. Accordingly, partners shall not make electronic recordings of any meetings or hearings conducted under the policies contained in this section without the consent of all parties in attendance. The act of recording any

meetings or hearings without the consent of all other parties will itself be considered a violation of these policies.

If you have any questions in relation to what constitutes misconduct or a breach of standard of discipline, please do not hesitate to contact the Employee Relations Team.

End of Probation Review

Ordinarily, 14 days before completion of the probationary period, the probationer's performance will be evaluated by their immediate manager, and one of the following courses of action has to be recommended to the HR Service Centre. Upon receipt of the report and recommendations of the foregoing manager, Northern Trust shall take any one of the following actions:

1. confirm employment; or
2. extend probation period; or
3. terminate probation/employment.

The partners are deemed to be confirmed at the end of the probationary period if they do not receive any written communication to the contrary. In case of extension of probation or termination of probation/employment, appropriate written communication hereunder would be issued to the probationer before the expiration of the probationary period, as listed below:

1. letter of extension of probation period; or
2. letter of termination of probation/employment.

Any extension of probation would require written concurrence of the Division Manager and the HR Resource.

During the probation extension, the manager should meet with the probationer regularly to provide them with feedback. This would normally be monthly and the meetings should be documented.

Application of Other Policies for Probationers

Partners on probation are bound by the same set of policies, rules, regulations, and norms in matters of conduct, business standards and responsibilities as confirmed partners.

RECURRING SCREENING OF PARTNERS

Partners understand and accept that, in its effort to continue to demonstrate due diligence and mitigate risk, Northern Trust requires them to undergo periodic background checks. Such checks will only be carried out where permitted and/or required by law. The frequency and scope of the recurring background checks may vary based on partners' roles and functions within Northern Trust. To the extent permitted by applicable law, the recurring background checks will involve a criminal records check. The recurring background checks may also involve credit and/or other checks, where required and/or permitted by banking regulations or law.

Partners' explicit consent will be obtained where required by law.

Partners who fail to cooperate in consenting to and undergoing required recurring background checks, or partners whose background checks yield information which affects their ability to

carry out their roles, may be subject to disciplinary action, up to and including termination, in accordance with applicable laws and Northern Trust's disciplinary procedures.

Any questions regarding recurring screening of partners should be directed to the HR Service Centre.

REPORTING/DISCLOSURE OF PERSONAL RELATIONSHIPS IN THE WORKPLACE

Personal relationships in the workplace can lead to potential conflicts of interest. The Company has established the following requirements to help maintain clear boundaries between personal and business interactions to avoid even the appearance of inappropriate conduct or improper personal benefit.

Personal Relationship means marital or other committed relationship, significant familial relationship, romantic relationship, or any other close personal relationship (whether formal or informal) that has the potential to influence or affect one's objectivity. The definition is not intended to be exhaustive.

All employees must immediately disclose the existence of any personal relationship with any employee, contractor, or vendor that could lead to actual or perceived conflicts of interest. Potential conflict of interest situations involving a personal relationship between an employee and individual may include, but are not limited to, where the employee:

- has a direct or indirect reporting relationship with the individual
- has involvement in decisions related to the hiring, promotion, performance, compensation, or retention of the individual
- has involvement in the decision to engage the individual as a contractor
- has involvement in the decisions of Northern Trust's relationship with vendors where the individual with whom they have a personal relationship has a significant ownership interest or management position

Managers are prohibited from continuing in a role involving a personal relationship where they have or would have involvement in the individual's employment relationship including, but not limited to, hiring, promotion, performance, compensation, or retention.

In addition, managers who learn of personal relationships that may lead to actual or perceived conflicts of interest must immediately disclose the existence of the relationship.

Senior executives, as a nature of their role and broader involvement in decisions across the enterprise, have increased scrutiny around hiring of immediate family members and involvement in personal relationships, including romantic relationships. Senior executives must promptly disclose to Employee Relations if their immediate family members have received an interview to work at Northern Trust.

All the identified, required disclosures must be made promptly to the employee's immediate or upper level manager and Employee Relations (Employee_Relations@ntrs.com). Failure to do so may lead to disciplinary action up to and including termination of employment. Each case will be reviewed individually. Northern Trust will work with the employees to address the situation, but reserves the right to take whatever action it determines to be appropriate including, potentially, to transfer, amend the duties of or terminate one or both employees, to avoid such conflicts. Northern Trust respects the privacy of its employees, and will maintain confidentiality to the greatest extent possible.

TOTAL REWARDS

PAY

PAY PROGRAM

Northern Trust strives to provide compensation for its partners which: 1) is competitive with other major financial institutions and corporations in its designated marketplaces; and 2) recognizes differences in performance and job content. Northern Trust has a formalized pay administration program and salaries are reviewed at regular intervals for market-competitiveness and equity. Northern Trust's pay position reflects its determination to attract and retain the partner talent that is needed for continued success.

More information about Northern Trust's pay program policy can be found on My Place > My Pay.

CLASSIFICATION AND TYPES OF EMPLOYMENT

CLASSIFICATIONS

The following classifications are used for compliance with applicable labour laws and for reporting, and related purposes.

Overtime Eligible/Non-Overtime Eligible

Each position is classified as either overtime eligible or non-overtime eligible based on the specific level and job duties of the position and in accordance with the provisions of the relevant statutory requirements. More information about eligible roles can be found on My Place.

Normal hours of work are 8 hours per day or 40 hours per standard work week, except where stipulated differently in an individual's contract of employment. In addition, no partner shall work for more than 5 hours in any work day without availing of a one-hour break.

From time to time, an individual may be required to work beyond normal hours, on scheduled weekly days off or holidays, as the workload requires. Individuals may be required to work the hours necessary to fulfill the role as indicated in their contract of employment.

Non-overtime eligible partners are paid a monthly salary for all hours worked and are not eligible for overtime pay.

OVERTIME

Overtime eligible partners will receive overtime for a weekday, for any time worked in excess of 9 hours per day (excluding the one-hour break). The week is considered Sunday to Saturday; however, the weekly time off may not necessarily be a Saturday and Sunday. For example, if the weekly time off is scheduled on Monday and Tuesday, then these days would be considered as weekly time off. Partners working on Friday night or Saturday morning as part of their standard shift time will not receive overtime for normal hours worked.

The overtime rate is normally twice the hourly Total Fixed Pay (TFP). However, if an overtime eligible partner works on a holiday, the partner shall, depending on their location, have the option

to (a) be paid wages at twice the rate of normal wages and/or (b) be paid at the normal rate for such day and to avail themselves a substituted holiday with wages.

Overtime payments are paid out on a monthly basis.

Cab waiting time and time spent traveling to and from the organisation's premises are not eligible for overtime. Regularly scheduled time off, including sick leave and vacation leave, are not considered hours accrued toward determining weekly overtime.

Northern Trust prohibits any unlawful deductions being made from the salaries of non-overtime eligible partners. Northern Trust wants partners to be aware of this policy and that Northern Trust does not permit deductions that violate any applicable law.

*See HOLIDAYS (PUBLIC/NATIONAL HOLIDAYS) on the Notice Board for additional detail.

SHIFT ALLOWANCE

Partners may be required to work a shift pattern of 5 days a week. In a shift pattern, partners may also be required to work a night shift as indicated in the contract of employment. The default work schedule will be 9:00 am – 6:00 pm IST.

Shift Allowance Eligibility

With the exception of Senior Vice Presidents and above, all partners are eligible for a shift allowance.

Shift Allowance Payment

Effective 1 st January 2019			
Shift ID	Shift Starting Between	Partner Monthly Rate for Non-Managers (INR)	Partner Monthly Rate for Managers (INR)
IND01	12:00 a.m. – 12:59 a.m.	9,900	14,850
IND02	1:00 a.m. – 1:59 a.m.	9,900	14,850
IND03	2:00 a.m. – 2:59 a.m.	9,900	14,850
IND04	3:00 a.m. – 3:59 a.m.	9,680	14,520
IND05	4:00 a.m. – 4:59 a.m.	8,800	13,200
IND06	5:00 a.m. – 5:59 a.m.	6,600	9,900
IND07	6:00 a.m. – 6: 59 a.m.	4,400	5,500
IND08	7:00 a.m. – 7:59 a.m.	1,800	2,250
IND09	8:00 a.m. – 8:59 a.m.	0	0
IND10	9:00 a.m. – 9:59 a.m.	0	0
IND11	10:00 a.m. – 10:59 a.m.	0	0
IND12	11:00 a.m. –11:59 a.m.	0	0
IND13	12:00 p.m. – 12:59 p.m.	1,200	1,500

IND14	1:00 p.m. – 1:59 p.m.	1,800	2,250
IND15	2:00 p.m. – 2:59 p.m.	2,640	3,300
IND16	3:00 p.m. – 3:59 p.m.	3,520	4,400
IND17	4:00 p.m. – 4:59 p.m.	4,400	5,500
IND18	5:00 p.m. – 5:59 p.m.	5,280	7,920
IND19	6:00 p.m. – 6:59 p.m.	6,160	9,240
IND20	7:00 p.m. – 7:59 p.m.	7,040	10,560
IND21	8:00 p.m. – 8:59 p.m.	9,240	13,860
IND22	9:00 p.m. – 9:59 p.m.	9,900	14,850
IND23	10:00 p.m. – 10:59 p.m.	9,900	14,850
IND24	11:00 p.m. – 11:59 p.m.	9,900	14,850
IND00	Senior VP and Above	0	0

(Example: Team Leader, Section Manager, Operations Manager, and Divisional Managers)

All the above timings are for the Standard Time period. If the login time for a partner changes (advances by an hour) when Daylight Saving comes into effect, the partner's Shift ID would be changed by the manager. Shift allowance will be paid for any shift time changes due to daylight saving.

Managers must update work schedule of the partner on or before the first Friday of the respective month and the effective date should be chosen as last Sunday of the previous month.

Shift Allowance is paid out monthly and will also be paid for all paid holidays, weekends and maternity and paternity leaves.

Partners will not receive payment for any shift that does not have prior authorisation of a manager. Management must be informed and authorization gained before a shift is worked.

STATUTORY BONUS

Northern Trust is subject to the Payment of Bonus Act 1965. The Payment of Bonus Act, 1965 (**Bonus Act**) stipulates that partners who have worked for at least 30 days in the establishment and earn wages of not more than Rs. 21,000 per month are "eligible" for payment of statutory bonus. The statutory bonus amount is paid as a monthly component of salary and will be calculated in accordance with the Bonus Act.

SHORT-TERM INCENTIVE

Short-term incentive is a discretionary bonus payable on an annual basis, and is based on company, business unit, and individual performance. The short-term incentive eligibility/potential is for the period January to December, is prorated depending on the date of joining and is normally paid along with the February payroll of the following year, provided the partner has not submitted a notice of resignation prior to the short-term incentive payout date. The discretionary short-term incentive potential does not accrue in proportion to service nor does it form part of the salary for the purpose of retirement benefits or any termination benefits. This payment may be made to partners at the sole discretion of the Northern Trust and entitlement to this payment in one year does not create an automatic entitlement to such payment in subsequent years.

HOUSING RENT ALLOWANCE

This is a partially taxable allowance. HRA is exempt from tax to the extent of the least of the following:

- HRA actually received
- Rent paid by the partner – 10% of Basic Salary
- 40% of Basic Salary

For example, if you receive annual HRA of 40,000, Annual Rent paid by you is Rs. 35,000, and your annual Basic Salary is Rs. 1,00,000 then the least of the following is tax exempt from Income Tax:

- Rs. 40,000
- Rs. 25,000(Rs. 35,000- 10% (1,00,000))
- Rs. 40,000

Your annual HRA exempt from taxability will be Rs. 25,000 (least of the above). Your Taxable HRA will be Rs. 40,000 - Rs.25,000=Rs.15,000.

To claim exemption, you are required to submit rent receipts to Northern Trust payroll co-coordinator (usually in December-March of every year) clearly indicating your partner code, residential address, period of rent paid, landlord's name, and the amount of rent paid on a valid receipt from your landlord.

Partners will be notified of the dates and period of submission by the payroll processor for Northern Trust.

If a partner is staying in their own house which is in their name, they will not be able to claim the exemption.

LEAVE TRAVEL ALLOWANCE (LTA)

Northern Trust provides leave travel allowance to all its partners as a part of its competitive compensation package. The leave travel allowance is a part of the Flexible Cash component and should ideally be used by you for purchasing tickets for leave travel for a partner and his/her family.

Leave Travel Allowance can be claimed by a partner if they avail one week of leave (including weekends) and additionally submit the proof of travel. The proof of travel has to be in the form of original tickets or ticket jackets, in case of travel by air, only.

Leave Travel Allowance is taxable. The exemption from tax may be availed if the following conditions are met:

1. where the journey is performed by air, an amount not exceeding the air economy fare of the national carrier by the shortest route to the place of destination;
2. where places of origin of journey and destination are connected by rail and the journey is performed by any mode of transport other than by air, an amount not exceeding the air-conditioned first class rail fare by the shortest route to the place of destination;

3. where the places of origin of journey and destination or part thereof are *not* connected by rail and the journey is performed between such places, the amount eligible for exemption shall be:
 - where a recognised public transport system exists, an amount not exceeding the first class or deluxe class fare, as the case may be, on such transport by the shortest route to the place of destination; and
 - where no recognised public transport system exists, an amount equivalent to the air-conditioned first class rail fare, for the distance of the journey by the shortest route, as if the journey had been performed by rail.

The tax exempt LTA will be eligible and limited to two claims in the block of four calendar years. For example: 2014-2017; 2018-2021; etc. The LTA can be availed for the use of self, spouse, two dependent children, parents and dependent brothers and sisters up to the age of 25 years.

To claim exemption you are required to submit the following to Northern Trust payroll coordinator:

1. the specified claim form along with the proof of travel tickets (Travel Agent's bills or other forms of receipts are not acceptable).
2. where you have traveled in your own vehicle, you need to submit the fuel bills both of the destination and of Bangalore/Pune.

You will be notified of the dates and period of submission by the payroll processor for Northern Trust.

PAYROLL PROCEDURES

Partners are paid once per month. Salary payments are paid to your nominated bank account. Salary payments are made for the whole calendar month in which payment is made.

Partners receive a pay statement delivered online and can be viewed on My Place>My Pay.

DEDUCTIONS

The partner agrees and acknowledges that Northern Trust may, subject to applicable laws, at any time during the term of employment or cessation thereof, deduct from the partner's salary, or final settlement, any amounts owed by the partner, including but not limited to, any outstanding loans, advances, overpayments or costs incurred by Northern Trust due to any damage or loss to Northern Trust property, etc. caused by the partner.

RECOGNITION

Northern Trust supports a culture of recognition and appreciation regarding effort, behaviours, and achievements.

Official promotions recognise a partner's contribution to and impact on the organisation. Official appointments to Officer, Second Vice President, Vice President and Senior Vice President are based on departmental recommendations and require action by the Board of Directors. Partners must meet the minimum requirements of Northern Trust's Guidelines for Official Appointment before they are considered for appointment.

Celebrate Great is Northern Trust's global partner recognition program. With Celebrate Great, partners can recognize behaviour, effort, or an achievement that supports our corporate goals and promotes Northern Trust's principles that endure.

Chairman's Awards recognise the best of the best at Northern Trust – the partners who truly demonstrate our principles and goals through their achievements.

More information is available on My Place.

BENEFITS

INTRODUCTION TO BENEFITS

Northern Trust is committed to providing health, welfare and retirement plans to support employee health and ongoing well-being. Our core benefit structure embraces the diversity and varied needs of our work force. For the avoidance of doubt, all policies are inclusive of LBGTIQ employees and their families (where families are included within policies/benefits) where legally permissible. Our core benefit structure embraces the diversity and varied needs of our work force. In providing benefits, we recognise that markets and regulations vary by country, and, we, therefore, provide benefit plans consistent with standards in each geographic location. Northern Trust reserves the right to change, modify, withdraw, discontinue, or terminate, at its sole discretion, its employee benefits program. All benefits provided by Northern Trust are provided subject to the terms and conditions imposed by Northern Trust and/or third party providers which do not form part of any contract of employment. Northern Trust is committed to providing health, welfare and retirement plans to support partner health and ongoing well-being. Our core benefit structure embraces the diversity and varied needs of our work force. In providing benefits, we recognize that markets and regulations vary by country, and therefore provide benefit plans consistent with standards in each geographic location.

For further information please go to My Place.

TIME OFF - PAID TIME OFF

HOLIDAYS (PUBLIC / NATIONAL HOLIDAYS)

Northern Trust provides 10 paid public holidays per calendar year for all its partners, including those on probation. The schedule of holidays is published each year by the Human Resources Department, generally in late December.

Northern Trust supports numerous markets around the globe and, therefore, maintains several different holiday schedules. The holiday schedule you will follow can be found on My Place.

Overtime eligible partners in Bangalore who are required to work on an assigned Northern Trust holiday (or an unscheduled workday) have the option to receive payment at the overtime rate of 2X Total Fixed Pay or payment at the straight time rate of 1X Total Fixed Pay plus time off in lieu for the hours worked that day. When one of Northern Trust's declared holidays falls during a partner's vacation/leave, the holiday(s) will not be counted towards leave taken.

Pune partners who are required to work on any of designated holidays – Republic Day, Maharashtra Din, Independence Day or Mahatma Gandhi Jayanthi – will be paid 2X Total Fixed Pay for the hours worked and given an additional day of leave.

ANNUAL LEAVE AND PERSONAL TIME

Annual Leave

Northern Trust provides paid leave to all partners. Partners are encouraged to take their annual leave to relax and reenergize. To ensure that staff availability supports the work group's objectives, leave should be scheduled through advance collaboration between partners and their immediate managers.

The annual leave is based on the completed period of service with the organization, as follows:

Completed Period of Service	Number of Days of Annual Leave
One to two years*	22
More than two and up to three years	23
More than three and up to four years	24
More than four years	25

*Annual Leave for partners who have worked less than one year is prorated in accordance to the time they have spent in the organization.

Partners must report unscheduled absences as soon as possible. The expected duration of the absence should be discussed with and updates must be provided to the immediate manager. If requested, partners may be required to provide documentation to support unscheduled absence.

Requesting Annual Leave

Your manager must approve your request for annual leave. Except in cases of emergency or other unanticipated requirements, requests should be made at least 10 days in advance of the anticipated leave. Your manager will tell you when annual leave can or cannot be taken because of special business needs. You may take the current calendar year's annual leave before you earn it with manager's approval. There is no advancing of the following year's annual leave entitlement to the current calendar year.

Partners are encouraged to use earned annual leave in the applicable calendar year. While unused annual leave up to a maximum of 30 days for Bangalore partners and 45 days for Pune partners may be carried forward, Northern Trust strongly encourages partners to use their earned annual leave to refresh and renew. For Pune partners, accrued and unused annual leave of more than 45 days will be forfeited at the end of the respective leave year. These can be encashed as exception only if the manager has denied the partner permission to take annual leave during the course of the year. Relevant proof of any denial to take annual leave is required to substantiate requests for exception.

Any accrued and unused annual leave will get encashed at the time of separation, both for Pune and Bangalore.

Requests to cancel or postpone holidays which have been approved, will be treated as a new holiday request and subject to the same conditions of managerial approval and Northern Trust's right of refusal.

Complete annual leave information can be found on My Place.

SICK/CASUAL LEAVE

Partners are eligible to take sick/casual leave for a maximum period of 12 days in a calendar year. The leave should be used with discretion and with agreement of a partner's manager. Sick/Casual leave cannot be carried forward to the next calendar year or encashed.

Guidelines for Using Sick/Casual Leave

- Partners can avail sick leave on the occurrence of an accident or sudden illness (physical/mental) involving self or an immediate family member (parents, spouse/domestic partner, child (ren), sibling, parent-in-law) that requires immediate - not extended attention; You may take sick leave for preventative and/or follow-up health care appointments, however, it is imperative that they be scheduled to create the least amount of disruption to the work area, and should be reviewed with your manager prior to the absence.
- Partners can avail casual leave to manage any unforeseen situation or where they are required to go for one or two days leaves to attend personal matters (like planned appointment, government office work, court disputes, disaster caused by nature etc) and not for vacation. For Casual leave partners can take maximum three consecutive days and not more than that.
- Generally, you should notify your manager as soon as possible, but no later than 30 minutes before your start time, if you need to take sick time or casual leave. Some areas may require more notification; your manager will inform you if you are subject to a different notification requirement. You are also expected to keep your manager informed on a daily basis thereafter unless you have applied for or have been approved for a leave of absence. All partners are expected to record sick time and casual leave in an accurate and timely manner.
- For paid sick leave of three or more consecutive days, a medical certificate from a registered medical practitioner can be requested in support of the sick leave.

COMPENSATORY TIME OFF

- Northern Trust is mindful of the partner's health and well-being and wants partners to maintain an adequate work life balance. At times, non-overtime eligible partners may be required to work beyond the stipulated working hours. Northern Trust may, at its sole discretion, compensate such extra hours with compensatory time off.
- Compensatory time off shall be recommended by the immediate managers and their managers only where it is absolutely necessary. All requests for compensatory time off

shall be approved, as far as possible, by the supervisor's manager to ensure that the additional hours of work on holidays was absolutely essential.

- All compensatory time off needs to be recorded in My Time. Compensatory time off must be taken within sixty days of it being granted. Holidays and off days can be prefixed or suffixed with compensatory time off. Partners cannot take more than two consecutive compensatory times off. Compensatory time off will not be allowed to accumulate as a part of paid time off.

Night Shift Leave (only for Pune Female Partners)

Female partners in Pune are eligible to receive a Variable Holiday (VH) after the completion of 2 months working in one of the below designated night shift IDs.

- IND01 through to IND07
- IND14 through to IND24

A maximum of 6 days variable holidays in a calendar year can be granted; and any earned and unused VHs remaining at the end of the year will not be carried forward to the subsequent year.

For more information on the process, refer to My Place.

MATERNITY BENEFITS

Maternity benefits can be claimed by a partner from the first day of her employment at Northern Trust. Female partners will be eligible for all other leaves related to maternity from day of their employment at Northern Trust.

The maximum period for which any partner shall be entitled to maternity leave shall be twenty-six weeks. The twenty-six weeks can be broken up into pre- and post-delivery leave. The law mandates that not more than eight weeks be availed of prior to the day of delivery.

In cases of still birth or infant death, eligible partners will continue to receive the maternity benefit for the duration they are eligible subject to a maximum of total of twenty-six weeks. Where a Partner having been delivered of a child, passes away during her delivery or during the period immediately following the date of her delivery for which she is entitled for the maternity benefit, leaving behind in either case the child, the maternity benefit shall be given for that entire period but if the child also passes away during the said period, then, maternity benefit shall be given for the days up to and including the day of expiry of the child, subject to a maximum of total of twenty-six weeks.

Northern Trust should not knowingly employ a partner during the period of her maternity leave. In case of miscarriage, Northern Trust should not knowingly employ a partner during the six weeks immediately following the day of miscarriage. In the event of a still-birth which is defined as loss of pregnancy at the 24th week of pregnancy or later, partner will be entitled to the maternity benefit.

In addition, Northern Trust managers should not advise a pregnant partner to carry out any work which is of an arduous nature or which involves long hours of standing, or which in any way is

likely to interfere with her pregnancy or the normal development of the foetus, or is likely to cause her miscarriage or otherwise to adversely affect her.

A partner who returns from maternity leave shall be placed on a job comparable (status and pay) to the one to which she was assigned at the time the leave commenced. Every reasonable effort will be made to return the individual to the same job to which she was assigned at the time the leave commenced.

Surrogacy Leave

A commissioning mother, i.e., a biological mother who uses her egg to create an embryo implanted in any other woman, is entitled to paid surrogacy leave for a period of 12 weeks from the date on which the child is handed over to her. Women employees will be eligible to avail the leave upon production of such proof as may be prescribed.

Leave for Miscarriage or Medical Termination of Pregnancy

In case of miscarriage, a woman shall, on production of such proof as may be prescribed, be entitled to leave with wages at the rate of maternity benefit, for a period of six weeks immediately following the day of her miscarriage or medical termination of pregnancy.

Leave for Tubectomy

In case of tubectomy operation, a woman shall, on production of such proof as may be prescribed, be entitled to leave with wages at the rate of maternity benefit, for a period of two weeks immediately following the day of her tubectomy.

Leave for Illness Arising out of Pregnancy, Delivery, Tubectomy or Premature Birth

A woman suffering from illness arising out of pregnancy, delivery, tubectomy operation or premature birth of child shall, on production of such proof as may be prescribed, be entitled, in addition to the period of absence allowed to her under the Maternity Leave section above, to leave with wages at the rate of maternity benefit for a maximum period of 30 calendar days.

Female partners are not allowed to undertake any employment, temporary or part-time or otherwise with any other organisation during any leave under this policy.

If Northern Trust believes that the nature of a partner's duties and responsibilities are such that the partner may work from the partner's home, Northern Trust, in its discretion, may allow the Partner to work from home, during the period immediately after maternity leave for such period as Northern Trust may deem fit.

Female partners will also be entitled to 2 nursing breaks and visits to the creche in accordance with the provisions of the Maternity Benefits Act, 1961.

PAID ADOPTION AND PATERNITY LEAVE

To help support partners through the changes in their family life, partners becoming fathers are eligible to avail Paternity and Adoption leaves from the first day of their employment at Northern Trust. Northern Trust also allows eligible adoptive mothers – and adoptive fathers as the primary caregivers – to avail 12 continuous calendar weeks of leave. Additionally, an adoptive

father, in case they are a secondary caregiver, may avail 14 continuous calendar days of leave in two terms of 7 days each.

Paternity leave can be availed for 14 continuous calendar days of leave in two terms of seven days each. The leave by a birth or adoptive father must be taken within 12 months of the birth or placement of the child. That means that the leave must begin and end within that timeframe. If a partner adopts more than one child at the same time or experiences a multiple birth (twins, triplets), the amount of leave remains the same – 14 continuous calendar days for a birth or an adoptive father as a secondary caregiver and 12 continuous calendar weeks of leave for an adoptive father as the primary caregiver. For adoption leave, if both parents work at Northern Trust, the adoptive mother would be eligible for 12 continuous calendar weeks of leave and the adoptive father would be eligible for 14 continuous calendar days, as a secondary caregiver.

Application for Leave and Recording of Leave Availed

Except in cases of emergency or other unanticipated requirements, written requests for leave should be submitted to partner's immediate manager, other than maternity, at least ten calendar days prior to the anticipated first day of leave.

In cases of emergency, including sickness, all partners must inform their managers of the emergency or sickness within 30 minutes of their start time of the work schedule that they are unable to come to work that day and must keep management informed on a daily basis thereafter. Once the partner resumes duty, the leave availed should be recorded in My Time and approvals obtained from their manager.

Maternity and paternity leave requests should be submitted at least two months prior to the anticipated first day of leave.

Partners should record all leave availed in My Time, and obtain approvals from their manager. Applications for maternity leave can be obtained from the APAC Human Resources Service Centre.

EMERGENCY/BEREAVEMENT TIME

Partners are eligible for up to 3 days' emergency/bereavement leave to accommodate genuine' emergency situations and/or bereavement leave following the death of a member of partner's immediate family (parents, spouse/domestic partner, child/ren, siblings, parents-in-law, grandparents). No carry forward or accumulation is permissible and unused leaves would lapse if not taken in a calendar year. Bereavement leave is not an entitlement. It should be used with discretion and with the agreement of a partner's manager. ***A planned visit to a doctor or a routine visit to a hospitalised family member would not qualify as emergency leave.*** Suspected abuse of this leave policy may be dealt with as a disciplinary issue under the disciplinary procedure.

VOLUNTEER TIME

To promote the involvement of Northern Trust's people in their communities and in keeping with Northern Trust's focus on being involved in the communities in which we do business, Northern Trust partners will receive up to two days of paid Volunteer Time Off each year. This time may be spent volunteering in any charitable, service or educational organisation(s) that benefit(s) the community at-large.

Volunteer Time Off may be used in activities with many varied organisations around the globe but may not be used for time spent volunteering in any of the following activities:

- political campaigns for or against any candidate, political party or political action committee;
- participation in marches, rallies or other events with a political agenda;
- faith-based activities that are not generally available to the broad community or are intended for espousing the tenets of that faith;
- initiatives that are illegal or advocate, support or practice unlawful discrimination, intolerance or violence;
- school sports or social events;
- fraternity, social club, labour organisation or recreational and athletic club meetings; and
- participation in golf tournaments, marathons, walk-a-thons or other recreational events even if the goal is to raise money for a charitable institution.

Volunteer time also may not be used in place of sick time or any other paid time off and it may not be carried over from one year to the next.

Volunteer Time will show a code of VOL in My Place. It can be taken in either half day (4 hours) or full day (8 hours) increments but cannot total more than two full days in any calendar year. Volunteer Time is not itself overtime eligible nor can it be used in the calculation of any overtime pay.

Every partner must get their manager's approval prior to committing to and taking the time away from the workplace to volunteer. Suspected abuse of this leave policy may be dealt with as a disciplinary issue under the disciplinary procedure.

For Northern Trust Partners

Where Northern Trust Management has identified and approved specific organisations with which Northern Trust partners may volunteer as part of Northern Trust's Corporate Social Responsibility efforts and those organisations have hours of operation that do not accommodate volunteering by partners who work later shifts, managers may permit those partners to volunteer during the available hours and code up to two days/16 hours of their regular shift times with the Volunteer Time code (VOL). Volunteer time should be in increments of four or eight hours only.

TIME OFF - UNPAID TIME OFF

SHORT TERM DISABILITY

Short-term disability is designed to accommodate partners who are unable to work due to extended illness. A maximum of 90 unpaid days is provided as short-term disability leave at the sole discretion of Northern Trust. Partners whose health condition requires them to take leave for up to the 90 days provided by this benefit will be able to return to their same or a comparable job at the end of the short-term disability period.

Short-term disability requires certification of the partner's condition by a medical practitioner. Such certification should attest to the critical nature of the partner's illness, recommend a period of recovery (not to exceed 90 days) and identify any restrictions.

Any partner wishing to avail her/himself of short-term disability leave should work with their HR Resource to ensure that all documents are complete and in order. In exceptional circumstances, a partner can request for Short Term Disability Benefit for the above period. For more information, refer to My Place.

Short-term disability will become available only after a partner has been absent for five consecutive days due to illness/health issues. Only partners who have been confirmed post probation period are eligible to avail this leave benefit.

Partners are eligible to apply for this leave following successful completion of the probationary period.

PERSONAL LEAVE

Occasionally, a partner may find it necessary to take an extended leave for reasons other than health/disability. Such a leave would require manager and HR Resource approval and there is no guarantee that a position will be available upon return from the leave. Personal (extended) leaves may range from 30 to 90 days.

A Request for Personal Leave form must be completed but it does not require any certification. Partners are eligible to apply for this leave following completion of 1 year of service. Suspected abuse of this leave policy may be dealt with as a disciplinary issue under the disciplinary procedure.

DEVELOPMENT

PERSONAL & PROFESSIONAL DEVELOPMENT

At Northern Trust, we strongly believe that development is an ongoing process and encourage you to work on your personal and professional goals throughout your career. Northern Trust University (NTU) is the central location to find learning and development resources and can be found on My Place.

NTU resides on a state-of-the art platform and provides access to all learning at Northern Trust. You can register for classes, access online learning, and take assessments that help you focus your career growth. Learning Centers on NTU provide recommended content, classes and experiences to help you hone your skills. Learning Centers for all partners include: A Approach, Business & Financial Acumen, Career Development, Mentoring, Microsoft Office and more. Other Learning Centers offer more targeted content for areas of the business and for partners in specific roles.

Foundational to learning and development at Northern Trust are the eight behaviours which comprise the “A Approach”. The A Approach provides guidance that helps NT partners live the brand, support our strategy and develop skills to deliver exceptional service to our internal and external clients. The eight behaviours are foundational to your professional development at Northern Trust. A Approach for partners:

- ADAPT to Change;
- Take ACTION;
- ADVISE Beyond Expectations;
- Communicate ACTIVELY;
- Think ANALYTICALLY;
- ATTEND to Detail;
- Hold Themselves and Others ACCOUNTABLE; and
- Build AUTHENTIC Relationships.

Our commitment to Diversity, Inclusion and Respect and the Principles that Endure are threaded throughout the A Approach definitions and learning materials. You can learn more by visiting NTU > New to Northern Trust > 30 Days > Our Culture or by searching NTU for the A Approach.

In addition to training resources that you can select to help you deliver today and prepare for tomorrow, there are certain mandatory courses that enable you to comply with external regulations and behave in a way that mitigates risk. These courses will automatically appear on your growth plan and are marked as mandatory with expected completion dates. It's vital that you complete these courses by the due dates indicated and that your completion is tracked by senior leadership.

Our success and growth as an organisation are linked to our ability to place the right people in the right place at the right time. Managers and partners are given support, tools and training to encourage candid and meaningful performance conversations and to maximise career development opportunities. Networking and leadership growth is further supported through our Mentoring Center on NTU, participation in the Business Resource Councils (Northern Trust's affinity groups), and various learning sessions.

Learning and Development resources can be found on My Place.

INTERNAL JOB POSTING

Northern Trust's global job posting program, Internal Job Posting, provides partners the opportunity to have a varied career while encouraging internal movement and professional development. We seek to grow our company by growing and valuing our people.

Where appropriate, position openings will be advertised internally on our job posting site, Internal Job Posting. The job posting policy, criteria and guidelines are available on My Place.

GLOBAL MOBILITY/INTERNATIONAL ASSIGNMENT

On occasion, a qualified partner may be asked to work in another country on a short term or expatriate assignment. Relocation requires coordination among the manager, HR Resource and the Global Mobility Manager. Additional details on relocation are available on My Place.

EMPLOYEE REFERRAL PROGRAM

The Employee Referral Program allows partners to recommend talented individuals for employment opportunities at Northern Trust, including friends, former colleagues and family members. In addition, partners may receive a monetary award for making a successful referral.

Referrals are made for specific open positions. The Employee Referral Program policy and program overview is available on My Place.

PROFESSIONAL EDUCATION/EDUCATIONAL ASSISTANCE

External professional education includes courses, seminars and workshops that are job-related and contribute to enhanced performance in your current job or future assignments. Participation is usually limited to partners who are recommended by their manager.

The Educational Assistance Program provides tuition reimbursement for eligible partners who wish to undertake an undergraduate or graduate program of study.

Regular partners under the Educational Assistance Program are eligible for a Study/Exam leave. The Study (Exam) leave is defined as time away from work to attend examinations.

Review the details of the Educational Assistance Program on My Place.

PROMOTIONS

Northern Trust considers qualified internal candidates for promotion and encourages partners to use the Internal Job Posting Program as an internal resource to enhance, advance or otherwise modify their careers. Northern Trust bases promotion decisions upon business-related factors such as a partner's performance, skills, abilities and economic conditions.

A promotion is a transfer to a higher level job in the same career band or a job in a higher band. A salary adjustment may or may not be included depending on current salary and skills brought to the new job. Partners typically must have met the majority of their performance expectations

and must meet the minimum requirements of the new position before being considered for promotion.

Promotions are effective on the 1st day of the month. Promotional salary adjustments are typically effective on the 1st day of the pay period following the My Place effective date of the transfer. If a partner is on any type of unpaid leave of absence on the scheduled effective date of a pay adjustment, the increase will be deferred, and may be effective no earlier than the first day after the pay period following the partner's return to work unless otherwise required by law.

WORKPLACE POLICIES

REPORTING BUSINESS ABUSE

Business abuse is any unethical, illegal or irresponsible act that causes loss or harm to Northern Trust, Northern Trust, our clients, or our partners as they perform their individual jobs. If you ever have a concern about business abuse, potential business abuse, or a suggestion for preventing business abuse, discuss it with your manager, your Human Resources Resource, or refer it to the Employee Relations Department (which may be reached by e-mail at Employee_Relations@ntrs.com) as per circumstances and your comfort level.

If you do not feel comfortable discussing your concern directly with an Northern Trust representative, you may contact NAVEX Global, an independent hotline provider, at 0001-888-372-8798, 24 hours per day, seven days per week. You also can reach NAVEX Global on its secure website at <http://www.tnwinc.com/northerntrust/>. For more information on business abuse you may refer to the Reporting Procedures or Northern Trust's *Code of Business Conduct and Ethics* on the Corporate Ethics page of partner Passport.

No person who in good faith reports any concern, complaint, or information will be subject to retaliation, discrimination in the terms and conditions of employment, or other adverse action of any kind solely as a result of making a report. A partner who reports their own misconduct, however, will not be absolved of responsibility for their own actions by the act of reporting.

GUIDELINES FOR PARTNER WORK PERFORMANCE AND CONDUCT

In order to maintain the best possible work environment in each of our locations, partners are expected to meet Northern Trust's standards of work performance and conduct. These guidelines have been established to protect clients, partners and visitors, preserve the professional reputation of Northern Trust, and to assure the efficient operation of Northern Trust. Partners are expected to exercise common sense and professional judgment at all times.

NORTHERN TRUST STANDARDS OF WORK PERFORMANCE

Northern Trust partners should observe these standards at all times:

- Fulfill successfully all the responsibilities of the job duties and assignments, including the work-related instruction(s) of their manager.
- Observe all posted health, safety, fire prevention and security rules, and immediately report all injuries or accidents that occur in the building or on the premises.
- Work cooperatively with management/supervision, co-workers, clients and vendors.
- Refrain from using language that is abusive, demeaning, discriminatory, offensive, violent or otherwise unprofessional.
- Report for work at the scheduled time. Immediately report all absences or tardiness to their manager according to appropriate work area procedure. Absence for personal business is authorised only by prior arrangement and with manager approval.
- Refrain from borrowing money from or lending money to co-workers.

WORKPLACE CONDUCT

While employed at Northern Trust, certain behaviours are very serious and more likely to be causes for immediate termination without notice or pay in lieu thereof. These behaviours include, but are not limited to:

- fraud, bribery, or conviction of a felony or unlawful offense involving dishonesty or breach of trust;
- dishonesty, embezzlement, larceny or misappropriation of Northern Trust or client funds or property;
- possession, use, copying or reading of corporate records without appropriate authorisation, or disclosure of confidential information concerning financial, business or work information concerning Northern Trust or its affiliates partner or client;
- refusal to cooperate in any investigation/inquiry deemed necessary by Northern Trust or providing false evidence and/or producing any forged or misleading document at any such investigations/inquiries;
- falsification, alteration, forgery or destruction of any records, history, data, instrument, attendance information or any other corporate records;
- removal of, damage to, or misuse of Northern Trust or any person's property;
- improper or unauthorised use of funds, property or services;
- workplace violence or the commission of, or threat to commit injury or damage against any person or their property;
- illegal or unauthorised possession, selling, delivery or use of intoxicants, narcotics or controlled substances, any time during employment or while on premises or on corporate business;
- fighting or threatening violence in the workplace or committing any form of harassment, including Sexual Harassment while employed with Northern Trust.
- habitual unauthorised absence or unauthorised absence at work or from your assigned work location during scheduled work hours;
- unauthorised disclosure of business "secrets" or confidential information;
- conducting personal, non-work related business during working hours;
- restricting output or interfering with the work of others;
- committing any unlawful act on Northern Trust's property or on Northern Trust business' at anytime;
- improper, careless, negligent, destructive or unsafe use or operation of Northern Trust equipment or vehicles, as well as excessive or avoidable traffic and parking violations;
- acts subversive of discipline or good behaviour, including acts on Northern Trust premises, in the course of regular duties, or outside of Northern Trust premises if in any way connected with the working of Northern Trust; and/or
- any other act or omission which is in violation of the Employee Handbook and policies.

These are not intended to be exhaustive, and may be supplemented by area work rules in particular units. Where the above violations occur, Northern Trust in its sole discretion, may impose whatever disciplinary action it deems appropriate, including immediate termination, under the circumstances.

Northern Trust also reserves the right to take disciplinary action up to and including discharge for any other action which in its sole discretion it deems unacceptable. A violation of Northern Trust's guidelines on workplace conduct or any other violation of the policies set out in this Employee Handbook will be dealt with according to the disciplinary and Sexual Harassment

policies (as appropriate) under this Employee Handbook. Disregard of Northern Trust performance or conduct standards may result in disciplinary action up to and including termination.

PERSONAL WORK

Northern Trust recognises that partners will conduct some limited personal work in the workplace from time to time. However, these activities may occur only to the extent that they do not adversely impact client support, the job performance of the partner or any others, or the professional image of Northern Trust or create a conflict of interest.

OUTSIDE BUSINESS ACTIVITIES

Outside business activities, including additional employment (second job) should not be accepted or engaged in without the prior express written approval of your manager and business unit risk management. An Ethics Request should be completed for any outside business activity. A link to this automated system is located on Northern Trust Partner Passport > Corporate Groups > Risk Management > Corporate Ethics > MyCompliance (Submit Compliance Disclosures / Ethics Requests). Outside business activities include directorships, charitable positions where you are acting as a board member, engagements for teaching or speaking, and the writing of books or articles for which you may receive payment.

In general, approvals may be granted unless the outside business activity would:

- result in a violation of any law or regulation;
- create an actual or apparent conflict of interest;
- interfere with or negatively affect your corporate duties or performance;
- compete with Northern Trust;
- create the impression that services are being performed by Northern Trust; or
- interfere with the best interest of Northern Trust.

In cases of conflict with any outside activity, the partner's obligations to Northern Trust must be given priority. Partners are hired and continue in Northern Trust with the understanding that Northern Trust is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of Northern Trust is strictly prohibited. Under no circumstances will approval be granted for outside employment by a depository institution, trust company, investment adviser, securities dealer or investment bank or underwriter. You should expect that prospective employment in other areas similar to those in which Northern Trust conducts business will receive close scrutiny. For instance, outside employment as a trusts and estates attorney, tax preparer, or broker, contractor or agent who engages in real estate transactions will be subject to close examination and will be approved only under certain limited circumstances.

SOLICITATION

To ensure security and to prevent disruptions, soliciting Northern Trust partners for contributions to charitable organisations is permitted only if such solicitation is unobtrusive and does not interfere with the Company's work, your work or the work of others at Northern Trust. Partners should not use Northern Trust's systems for any such solicitation and managers cannot solicit partners in their reporting lines.

VISITORS

Visitors must not interfere with the work and/or security of an area. Visits by members of other departments for reasons other than business and visitors from outside Northern Trust are discouraged.

GAMBLING AND POOLS

Partners are prohibited from engaging in any gambling, betting or similar activities on the premises of Northern Trust.

NORTHERN TRUST CORPORATE POLICIES

In addition to the above, partners are subject to and are expected to read, acknowledge and abide by all of Northern Trust's Corporate Ethics policies, which may be found on Partner Passport under Corporate Groups > Risk Management > Corporate Ethics, as well as any other business unit or job specific policies that might apply.

CONFIDENTIALITY

All information relating to Northern Trust and its clients is confidential and under no circumstances should be discussed with or divulged to any third party, or used by you for any purpose other than in the proper course of your duties, either during your employment or after its termination.

On leaving Northern Trust, it is forbidden to remove any information relating to Northern Trust's business or that of its clients.

Your employment is subject to the terms of either the Confidentiality Agreement or, for Officers and above, the Non-Solicitation and Confidentiality Agreement. Full details of these agreements can be found on My Place.

NORTHERN TRUST ACCEPTABLE USE SYSTEMS OVERVIEW

Northern Trust provides many communication systems to partners, consultants, contractors, and temporary staff ("Individuals") to use in their work. These Northern Trust communication systems and tools, including e-mail, computers, telephones, BlackBerries, iPads, paper mail, copy and fax machines, among others, are provided to support business activities.

Subject to applicable laws and regulations, Northern Trust reserves the right to regularly monitor and review all communications and information transmitted by, received from, or stored in Northern Trust's communications systems, without prior notice to the partner, at any time. Partners should have no reasonable expectation of privacy with respect to their use of Northern Trust communications systems. While Northern Trust recognises the need for occasional personal use of these systems, such use should be kept to a minimum and must be conducted in a manner consistent with all of Northern Trust's policies, standards, guidelines and codes of conduct.

The full Acceptable Use Policy may be found on Partner Passport under OneBook > Key Corporate Policies. As a partner at Northern Trust, you are expected to read, be knowledgeable about, and abide by the full policy.

ATTENDANCE

Expectations

You are expected to maintain a satisfactory attendance record by reporting to work at the assigned time on each scheduled work day, and by recording your time accurately. Attendance is measured by absences, tardiness, and early departures.

Excessive and repeated tardiness, early departures, and/or absences or failure to notify your manager of your absence within 30 minutes of your scheduled start time (some areas may require more notice time) unless on approved leave, may be cause for disciplinary action and possible termination of employment. It is your responsibility to ensure that the required notification is made to your manager, either personally or, if you are unable to do so, through a close relative or friend. An absence of five or more consecutive scheduled working days without notice is considered job abandonment and may result in termination of employment.

Absences due to preventative and/or follow-up health care appointments should be scheduled to create the least amount of disruption to the work area, and should be reviewed with your manager prior to the absence. Appointments for other personal matters should be scheduled during non-work time if at all possible. If it is not possible to schedule these appointments during non-work time, every attempt should be made to schedule them at the beginning or end of a day in order to minimise the impact to the work area.

Recording of Time

All overtime eligible partners are required to record daily start and end times, including late arrivals and early departures, as well as lunch time, to ensure that they are paid properly and that Northern Trust complies with state labour laws and the provisions of all applicable laws.

Recording of Absences

All partners are required to record absences. Proper recording of absences will ensure that each partner's My Place Time Off Summary is correct.

Attendance records are used to calculate pay and overtime for overtime eligible partners and to provide a record of paid time-off usage by all overtime eligible partners. Therefore, accurate input of this information by the partner and approval of it by the manager are critical. Falsification of attendance records is subject to disciplinary action, up to and including dismissal.

MANDATORY ABSENCE POLICY

In response to guidance from its regulators, Northern Trust's Mandatory Absence Policy requires all partners to be away from the workplace without logging in to Northern Trust systems or entering Northern Trust offices for a defined period of time.

It is the policy of Northern Trust that all partners entitled to 10 or more vacation/annual leave days in the calendar year must be away from the workplace and must refrain from logging in remotely for at least five consecutive business days each calendar year. Some partners may have a longer requirement if they are in roles which are defined as sensitive roles or if local employment law requires a longer absence.

The requirement for part-time partners is prorated based on weekly scheduled hours. For example, if you are scheduled to work 24 hours a week, you should take at least one 24-hour week of vacation/annual leave time that is consistent with your regularly scheduled work days/times.

To meet the Mandatory Absence requirement, you may be absent not only for vacation/annual leave but for reasons such as maternity/paternity leave, disability, sick time, or unpaid leaves of absence. Any combination of these absences satisfies the requirement. The requirement cannot be met by the inclusion of a weekend, unless the weekend is part of your regular work schedule. Work-related absences do not count toward this requirement. You may not use a business absence or a bank/public holiday in combination with any of those absences mentioned above to meet the Mandatory Absence requirement.

You must not perform any functions of your job beyond basic communication and must not use technology, including VPN, to connect remotely with Northern Trust systems when meeting the Mandatory Absence requirement. You also are prohibited from entering Northern Trust offices and from initiating communications with clients via phone, email or in person. Accessing email on an approved mobile device is permitted.

For the complete Mandatory Absence Policy, please see OneBook at Partner Passport > OneBook.

Failure to meet the above expectations may lead to disciplinary action up to and including termination of employment.

You are required to enter the absence date range on My Place in two locations: the regular Record Absences page and then the Record Mandatory Absences page to confirm you are in compliance with the policy.

REPRESENTING NORTHERN TRUST / COMMUNICATING WITH PRESS AND MEDIA

Any communications with external parties made on behalf of Northern Trust, including but not limited to making speeches, writing articles for publication, podcasts, blogs, social media, or responding to any form of written or verbal request for official comments must be referred, in advance, to the Corporate Communications Department.

The full Media Policy may be found on Passport for Partners under Passport for Partners > Corporate Groups > Global Marketing > Corporate Communications > Media Hub > Media Protocol. As a partner at Northern Trust, you are expected to read, be knowledgeable about, and abide by the full policy.

PERSONAL PROPERTY AND NORTHERN TRUST EQUIPMENT

Safeguarding Property/Suspected Theft

You are expected to take reasonable precautions to protect your personal property from loss or theft. Northern Trust is not responsible for the loss or theft of personal items at its workplaces. Coat rooms provided in some departments should not be used as storage areas for prolonged periods of time. Articles of value should not be left beneath desks or in coats or jackets that are

not being worn. In the event of suspected theft of personal property, you should report the incident immediately to your local Security Officer.

Removing Equipment or Materials

Authorisation is required before any equipment or materials may be removed from Northern Trust premises. Such authorisation may be obtained from the Corporate Services Group. If a removal ticket is required, it will be issued by the individual who grants the authorisation.

Items Found on Premises

Items which are found in any area of a Northern Trust office should be delivered to Protective Services, the Office of the Building or the local Security Officer.

WORK SCHEDULES – “THE WORK WEEK”

The nature and demands of the Financial Services Industry are such that our clients and the market in which we operate determine your working hours/shifts.

The working hours for a partner per standard work week are 40 hours. In addition, no partner shall work for more than 5 hours in any work day without availing of a one-hour break.

In working a shift pattern, partners may also be required to work a night shift. In the event any partner who is a woman is required to work on a night shift, Northern Trust shall provide facilities of transportation and security to her.

Hours of work may be subject to variation depending on the schedule operated by the department. Subject to the shift pattern a partner works, the partner may be eligible for a shift allowance which will be intimated to the partner. A partner's entitlement to paid holiday and shift allowance may increase or decrease in the event that a partner's pattern of work is altered.

Attendance Recordkeeping

All Northern Trust partners are required to record daily start and end times.

Global Flexible Work Policy

As an employer of a global, diverse workforce, Northern Trust promotes the integration of work and personal commitments, and supports workplace flexibility when compatible with business needs. Approval of a flexible work request does not alter Northern Trust's expectations regarding the quality or timeliness of work performed, nor should flexible work arrangements burden other partners or managers within the work environment. It is Northern Trust's expectation that partners will remain nimble, responsive and committed to providing unrivaled client service. Local legislative requirements will continue to apply. Flexible work schedules require manager approval. For more information, refer to the Global Flexible Work information available on My Place.

DRESS POLICY

It is Northern Trust policy that all partners present themselves at work in a clean, neat, professional and business-like manner during office hours and at business functions.

Appropriate and acceptable business dress may vary with the job the partner performs, the location and work area. You should speak with your manager to determine what is appropriate and expected.

PERFORMANCE IMPROVEMENT PROCESS

The primary responsibility for correcting a partner's performance or behaviour rests with the partner. When partners engage in unsatisfactory job performance, Northern Trust may follow a progressive series of steps to help a partner bring job performance and/or behaviour up to acceptable expectations. This is usually accomplished over a period of time by counseling the partner. If improvement is not noted, termination may be recommended. A termination recommendation is reviewed by the partner's manager and HR Resource before any action is taken.

The partner would ordinarily first be advised in detail of the areas of shortcomings, be counseled as to how to correct or improve such areas, and be given a reasonable time to do so.

LEAVING NORTHERN TRUST

RESIGNATION AND NOTICE PERIOD

Resignation is a voluntary separation initiated by a partner if they are desirous of leaving the services of the organisation. All partners are required to give notice in writing in accordance with the appointment letter/employment contract (as amended from time to time) if they wish to terminate their employment relationship with the organisation. Please be aware that there must be agreement by Northern Trust (your management/manager) and you about your last working day post your resignation. For any disagreement on the last working day of a partner, the manager should inform the partner about their disagreement. A partner cannot unilaterally decide their last working day with Northern Trust and offer to pay for the shortfall of the notice period. If a partner does not serve full notice period as discussed and decided, they should expect the release letter to indicate that all employment obligations were not fulfilled prior to separation. Where the organisation feels that a partner is in a sensitive position, the organisation at its option may relieve the person earlier and pay compensation in lieu/shortfall of/in the notice period.

Where either you or Northern Trust gives notice to terminate your employment, Northern Trust reserves the right to exclude you from all or any of Northern Trust's places of business and/or the right to require you not to perform some or any of your duties during all or part of your contractual notice period. Where Northern Trust exercises either or both of these rights:

- Northern Trust is released from any obligation whatsoever to provide you with work, and, save as set out below, your normal duties under the contract of employment will be suspended for some or all of the notice period.
- You should have no contact with any member of staff or any client of Northern Trust or any member of Northern Trust's group for any purpose in competition with, or to the detriment of, the business of Northern Trust or any member of Northern Trust's group as per the non-disclosure agreement.
- You will continue to remain subject to all obligations that you owe to Northern Trust as a partner including, without limitation, the express obligations under your contract of employment (for example the obligations to maintain Northern Trust's reputation and integrity, to conduct yourself in a manner that is not prejudicial to Northern Trust's

interests and which relate to Confidentiality, Intellectual Property and Inventions) and also all implied obligations (such as the obligations of fidelity and obedience).

- Northern Trust also reserves the right to require you to attend the Northern Trust's place or places of business at which you normally work and/or to require you to perform some or all of your duties for all or part of any standard working day for all or any part of the remainder of your contractual notice period.
- Northern Trust will continue to pay your salary (after deductions) and provide all other contractual benefits to which you are entitled for the duration of the notice period, provided that it may instead provide you with the cash equivalent of all or any such benefits at its total discretion.

Notice Period

After the first six months and successful completion of your probationary period, the length of notice to terminate your contract of employment which you are obliged to give to Northern Trust, or Northern Trust is obliged to give to you, will be as follows unless otherwise agreed to in your employment contract:

Below VP Level: 60-Day notice required

VP Level and above: 90-Day notice required

Northern Trust reserves the right to, in certain circumstances and at its sole and absolute discretion, to terminate the employment at any time and with immediate effect by making payment in lieu of notice for all or any part of your notice period.

Partners serving their probation period are required to provide 7 Days' notice, unless otherwise agreed to in their employment contract.

For any terminations being made during the extended probation period of the partner, Northern Trust will give 30 days of notice or payment in lieu to the partner, unless otherwise agreed to in their employment contract.

During any period of notice of termination

During any period of notice of termination, whether given by Northern Trust or you, Northern Trust shall be under no obligation to assign any duties to you or to provide any work and shall be entitled to exclude you from its premises and prevent your contacting any member of Northern Trust's staff, clients or suppliers, provided that this shall not affect your entitlement to receive your normal contractual payments. For the avoidance of doubt, during any such period, you may not undertake work of any nature on behalf of, or for the benefit, of any third party.

Northern Trust will not be liable to pay for the notice period if you resign from its service and request that you be relieved with immediate effect. Your resignation will become effective and final notwithstanding the fact that the communication of acceptance does not reach you.

However, in case any disciplinary proceedings are either contemplated or pending against you, Northern Trust will have the right not to accept your resignation.

The partner needs to submit a written resignation to their manager indicating last date of employment and reason for resignation. The manager will discuss with the partner their reasons for resignation and then forward the resignation to the HR Service Centre.

On leaving employment, you must return all property, documents and correspondence belonging to or relating to Northern Trust, its subsidiaries or affiliates or its customers, subcontractors or any other individuals or companies having any kind of association or relationship with Northern Trust.

Final settlements will be managed by the Payroll Department. The compensation of the partner will be stopped from the date of termination of employment.

To ensure that all financial obligations are settled before the partner leaves, in a case where the separating partner has not returned any organisation property, the manager will inform the HR Service Centre to stop payments of the amount due to them.

Exit Questionnaire/Interview

It is the organisation's intent to gather feedback and suggestions from exiting partners. The HR Resource will be responsible for gathering this feedback and may schedule an exit interview session anytime between the point where a notice of resignation is received until the last day of employment.

An exit interview of each voluntarily terminated partner who is willing to participate will ensure management has timely information as to separation trends so that appropriate action can be taken, where required. During the exit interview, the partner will have an opportunity to freely discuss reasons for leaving and to offer suggestions and concerns about any topics concerning employment with Northern Trust. In addition, each exiting partner is asked to complete a questionnaire, which is used by Human Resources as a means of obtaining an evaluation of Northern Trust, its policies and its management.

In addition, this information will be useful to Talent Acquisition to develop new hire specifications, and useful to Employee Relations as well.

Responsibility to conduct timely exit interviews rests with the HR Resource. The HR Resource may conduct the interview or delegate to a member of management, preferably not the partner's immediate manager.

Partner specific information obtained from an exit interview is confidential information and may not be disclosed without the express authorisation of HR Department, and then, only when such information must be revealed because not to reveal it would cause **grave harm to other partners or to the reputation of Northern Trust**.

RETIREMENT AND RETIRAL BENEFITS

As a Northern Trust partner, you shall retire on the last day of the month in which you complete the age of 60 years as per Northern Trust's record. All eligible partners would be paid gratuity up to the statutory limit, as per the Payment of Gratuity Act, 1972.

DEATH OF A PARTNER

Death of a partner is a loss to Northern Trust and Northern Trust is cognizant to the sensitivity of the situation. In case of death of a partner, Northern Trust will ensure that the dues owed to partner are paid off to the designated beneficiary in a timely manner.

The process of the partner's full and final settlement will commence with notifications from HR Service Centre to Finance, Payroll and other functions.

In case of receipt of such information by a non-Human Resources partner, they should in turn inform the Human Resources Department. In case partners receive a request for information by the deceased's family, they should refer the family to the Human Resources Department.

All nominations pertaining to Provident Fund, Gratuity and other partner payables will be verified at this point.

A communication will be made to the designated beneficiaries and/or nominees informing them of the money due to the partner on account of leave and requesting any missing information and documents that would be required to settle all dues of the deceased. Northern Trust will facilitate to get claims of Provident Fund and Gratuity. This letter will be accompanied by all the claim forms in respect of Provident Fund and Gratuity and other dues that are required.

FINAL PAYCHECK AND FULL AND FINAL SETTLEMENT

Exiting partners generally will not receive a paycheck on the last day worked. All deductions (both pre-tax and after-tax) will continue as long as the earnings are sufficient to cover the deductions. The final settlement amount will be transferred to the bank account number provided by the exiting partner. All exiting partners should ensure that all Northern Trust property is returned in time so as to ensure timely full and final settlements. After completion of all the full and final formalities, the partner will receive the service letter/relieving letter (as applicable).

HEALTH AND WELL-BEING

PERSONAL AND WORKPLACE SAFETY

Northern Trust seeks to provide a work environment which is free from violence and threats of violence against individuals (including domestic violence) and Northern Trust property. Northern Trust requires that all individuals on Northern Trust premises or individuals representing Northern Trust conduct themselves in a professional manner consistent with good business practices and in absolute conformity with non-violent principles and standards.

Workplace violence includes:

- Physical harm or threats of physical harm.
- Attempted or purposeful destruction of Northern Trust property.
- Engaging in behaviour that causes another person emotional distress or creates a reasonable fear of injury.
- Making threatening remarks (written or oral).
- Engaging in aggressive or hostile acts such as shouting, using profanity, throwing objects, fighting, or intentionally damaging another's property.
- Intimidating or harassing another person (for example, making obscene phone calls, displaying violent images, or using threatening body language or gestures).

The above list is illustrative only and not exhaustive. No form of workplace violence will be tolerated. This policy applies to any such acts by 1) any employee against any individual(s) with whom the employee associates as a result of their employment by the Company, on or off Company premises, or 2) any other individual, including those engaged in business with the Company, against any employee or any person with whom the individual associates as a result of them entering Company premises or engaging in business with the Company.

The Company views any such actions very seriously. The Company will directly and thoroughly investigate all complaints of workplace violence and will take prompt corrective action. Any employee engaging in workplace violence or otherwise violating this policy may be subject to disciplinary action, up to and including immediate termination of employment. Any person who has engaged in workplace violence, or who is suspected to have engaged in workplace violence, may be removed from Company premises and may be asked to remain away from Company premises pending the outcome of an investigation. The Company may take physical security measures to protect and secure Company property and employees and other individuals present on Company premises. The Company may also suspend and/or terminate any business relationship with anyone who violates this policy.

The Company prohibits employees and any other individuals from bringing weapons or other objects carried for use as weapons onto Company premises.

Reporting Procedures

Employees are responsible for notifying Global Physical Security Services (the number can be found on the back of the employee's security pass or on the GPSS site on Partner Passport > Risk Management > Operational Risk > Physical Security) and Human Resources of any conduct which violates or potentially violates this policy regardless of the relationship between the individual who initiated the behaviour and the person/s who was/were the focus of the behaviour. If neither Global Physical Security Services nor Human Resources are available, employees should report the behaviour to their immediate manager or another member of their management team. The Company may contact law enforcement, if appropriate.

If you become aware of an imminent violent act or threat of an imminent violent act, immediately contact appropriate law enforcement, and then contact Global Physical Security Services and Human Resources.

The Company is committed to enforcing this policy against all forms of workplace violence. However, the effectiveness of the company's efforts depends largely on employees reporting all incidents of workplace violence, including threats. Employees who witness any workplace violence should report it immediately. In addition, if an employee feels that they or someone else may have been subjected to conduct that violates this policy, the employee should report it immediately.

No Retaliation

Northern Trust prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of workplace violence of any kind, pursuing a workplace violence complaint, or cooperating in related investigations.

ALCOHOL AND DRUG-FREE WORKPLACE

Northern Trust is firmly committed to assuring the safety, health and well-being of all partners and individuals in our workplace. We recognise that alcohol abuse and drug use pose a significant threat to achieving our goals. We have established a drug-free workplace that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. Northern Trust is firmly committed to prohibiting the possession and use of illegal drugs or the improper use of legal prescription drugs or that do not have a prescription at any time during working hours or on Northern Trust premises. Similarly, possessing or consuming alcohol or performing Northern Trust work under the influence of alcohol during working hours and/or on Northern Trust premises is generally prohibited. The responsible consumption of alcohol is only permitted when served as a part of a Northern Trust sanctioned event (Chairman's Awards, client functions, etc.).

Drug and alcohol testing may be performed as part of the pre-employment physical or when there is reasonable suspicion to believe that a partner is using or is under the influence of drugs or alcohol.

We encourage a partner whose intake of alcohol and/or a controlled substance is negatively affecting their work and/or personal life to seek assistance from the Partner Assistance Program at 800-425-1212 or through drug and alcohol treatment centers in their area.

In addition to the information discussed in the preceding paragraphs, you should also be aware of the following specific policy provisions:

The manufacture, distribution, dispensing, possession, or use or being under the influence of alcohol or a controlled substance - except where possession or use of a lawful controlled substance is authorised by the partner's health care provider - in the workplace or at Northern Trust functions or while conducting Northern Trust business off the premises is strictly prohibited. Partners may take prescription medication that is lawfully prescribed to them and taken in the manner directed by the employee's physician, to the extent it does not prohibit them from performing the essential functions of their position, with or without a reasonable accommodation, and to the extent the use of a prescription medication will not cause a direct threat to the partner or other partners.

Drug abuse in the workplace is responsible for countless injuries and accidents. It also creates hardships, extra burdens and work for non-abusing partners who must assume the workload of impaired partners. It is, therefore, Northern Trust policy to take corrective action to maintain a drug-free workplace, and Northern Trust will make a good-faith effort to do so.

Drugs and/or alcohol use occurring in the workplace or during or impacting work may subject you to discipline up to and including termination of employment. Appropriate disciplinary action, up to and including termination of employment, also will be taken against any partner who is convicted under any criminal drug statute for violation occurring in the workplace. As a condition of employment, all partners must abide by our drug-free statute for a violation occurring in the workplace.

As a condition of employment, all partners must abide by our drug-free policy, and notify their manager about any conviction relating to criminal drug offense occurring on Northern Trust premises or off premises but within the scope of the partner's employment with Northern Trust. This notification must occur within 5 days after such conviction. It is Northern Trust's obligation to notify the appropriate authorities when and if such an event is brought to our attention. Failure to comply with this reporting requirement will be grounds for disciplinary action, up to and including termination of employment.

Northern Trust will maintain a drug-free workplace that includes but is not limited to periodically informing partners of the dangers of workplace substance abuse, Northern Trust's intent to maintain a drug-free workplace and the availability of and encouragement to participate in counseling and rehabilitation services. Northern Trust will remind partners periodically of the requirements of this drug-free workplace policy.

Violation of any provision of this policy may result in disciplinary action, up to and including termination of employment.

NON-SMOKING POLICY

Northern Trust maintains a smoke-free environment. Smoking, including of electronic cigarettes (e-cigs), is prohibited in all Northern Trust facilities, including work areas, offices, conference rooms, restrooms, break rooms, etc. and at the entrances to Northern Trust buildings. However, state or local laws to the extent that they are more stringent than this policy will supersede this policy.

This policy applies equally to all partners, customers and visitors.

For smoking cessation support and information, call the Partner Assistance Program at 800-425-1212.

DOMESTIC VIOLENCE

Northern Trust is committed to heightening awareness of domestic/partner violence and providing guidance for partners and management to address domestic violence and its effects on the workplace. Domestic violence is defined by Northern Trust as abusive behaviour occurring between two people who are currently or were formerly in an intimate relationship. It may include physical violence; sexual, emotional, and psychological intimidation; verbal abuse; stalking; and/or economic control.

Northern Trust makes available to partners involved in domestic violence various forms of assistance including a confidential means of coming forward through the Partner Assistance Program (800-425-1212); resource and referral information; special considerations in the workplace for partner safety such as work schedule adjustments and workplace relocations (if available); or leave necessary to obtain counseling resources.

In responding to domestic violence, Northern Trust will maintain appropriate confidentiality and respect for the partner involved, to the extent possible.

Protective or Restraining Orders

All individuals who obtain an order of protection which lists Northern Trust property among the protected areas must provide a copy of the petition and order to Global Physical Security Services and HR Resource.

HYGIENE

Employees shall keep hygiene in mind and endeavour to preserve their health and hygiene. Employees shall follow the reasonable instructions which Northern Trust may issue from time to time to mitigate the spread of any possible communicable disease or contagious conditions, such as Covid-19, including but not limited to temperature checks, health certifications, wearing masks or other protective equipment, etc.

EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program and Work Life Services benefit provides confidential support to resolve the broad range of personal problems that may be affecting the lives of all our Northern Trust partners and their families.

The EAP and Work/Life Services benefit, provided by Optum, offers global support and services available to all Northern Trust partners and family members, including spouses, domestic partners and dependent children.

The Optum website offers a breadth of information and resources, ranging from tip sheets on how to effectively maintain work/life balance, tools and guidelines for strategic money management as well as suggestions on how to achieve a healthy life style and strategies for dealing with conflicts.

Visit the [Optum](#) website and use the **Username/Access Code NT** or call at +91 80 6539 3189 or toll free from an AirTel Mobile +1-800-102-7293.

For more information, please search My Place >> Employee Assistance Program