



**INDIA ADDENDUM TO THE
EMPLOYEE HANDBOOK (EMEA & APAC REGIONS)**

INTRODUCTION

This India Addendum has been adapted to reflect local laws and locally adopted policy. Should there be any conflict between this India Addendum and the Employee Handbook (EMEA & APAC Regions), this India Addendum will apply.

SECTION 2: EMPLOYMENT PRACTICES & PROCEDURES

POLICY ON PREVENTION OF SEXUAL HARASSMENT OF WOMEN AT THE WORKPLACE

- A. Objective: The objective of this policy is to prevent, prohibit and redress any form of sexual harassment at the workplace.
- B. Applicability: This policy applies to all individuals employed or engaged with Uber India Systems Private Limited (the “Company”). The global Equal Opportunities and Anti-Discrimination Policy and the global Anti-Harassment Policy also apply to employees of the Company, but if there is a conflict between the provisions of this policy and those global policies, this policy will apply.
- C. Sexual Harassment – Definition: Sexual harassment includes any one or more of the following unwelcome acts or behaviour (whether directly or by implication):
- (i) Physical contact and advances
 - (ii) Demand or request for sexual favours
 - (iii) Making sexually coloured remarks
 - (iv) Showing pornography
 - (v) Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

The following is a non-exhaustive list of actions that may constitute sexual harassment:

- (i) Implied or explicit promise of preferential treatment in employment
 - (ii) Implied or explicit threat of detrimental treatment in employment
 - (iii) Implied or explicit threat about present or future employment status
 - (iv) Interference with work or creating an intimidating or offensive or hostile work environment
 - (v) Humiliating treatment likely to affect health or safety
- D. Prohibition of Sexual Harassment at the Workplace: Sexual harassment at the Company’s workplace, whether it is during or after office hours, overt or subtle, quid pro quo or environmentally hostile, is strictly prohibited both by law as well as this policy. For the purposes of this policy, it is clarified that ‘workplace’ also includes any place visited by the employee arising out of or during the course of employment. Individuals engaged in behaviour that is found to be sexual harassment can be held personally liable for such conduct.
- E. Internal Complaints Committee: The Company has constituted an Internal Complaints Committee (“ICC”) to investigate allegations of sexual harassment at the Company’s workplace. The management reserves the right to add to, remove or replace ICC members from time to time.
- F. Reporting a Complaint: The complainant is required to make the complaint in writing or via email to the ICC as soon as possible, not later than three months from the date of occurrence of the incident alleged to constitute sexual harassment (in case of a series of incidents, within a period of 3 months from the date of the last incident). Complaints should be submitted via email to india-icc@uber.com or in hard copy format

to an ICC member. All complaints, whether in email or hard-copy format, should be clear and should include details of the incident or incidents, supporting documents, names of individuals involved and the names and addresses of the witnesses.

It is the obligation of the complainant to make the complaint in relation to an incident of sexual harassment at the workplace. The complainant may request the ICC to provide reasonable assistance for making the complaint in writing. In case the complainant is under any physical or mental incapacity, the complaint can be made by the legal heir or any other person authorized in writing by the complainant.

Any manager or employee who becomes aware of an incident of sexual harassment should promptly report the same to the India HR Business Partner.

- G. Conciliation: Before the ICC initiates an inquiry, the complainant may request the ICC to settle the matter between such employee and the respondent through conciliation. However, no monetary settlement shall be made in connection with any conciliation. In the event a settlement has been reached, further inquiry shall not be conducted by the ICC. All individuals are expected to report to the ICC in case any terms of the settlement have not been complied with by the other party.
- H. Inquiry / Investigation of Claims of Sexual Harassment at the Workplace: All claims of sexual harassment will be promptly and thoroughly investigated by the ICC. The ICC shall make inquiry into the complaint in accordance with the principles of natural justice. The ICC will have the powers to call any person and record their statements and make such investigation as may be necessary to evaluate the complaint. For the purposes of the inquiry, the ICC shall have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 of India when trying a suit in respect of the following matters:
- a. Summoning and enforcing the attendance of any person and examining him on oath, and
 - b. Requiring the discovery and production of documents.

The ICC shall have the right to terminate the inquiry proceedings or to give an ex-parte decision on the complaint, if the complainant or respondent fails, without sufficient cause, to present herself or himself for 3 consecutive hearings convened by the Presiding Officer of the ICC. Neither the complainant nor the respondent shall be allowed to bring in any legal practitioner to represent them in their case at any stage of the proceedings before the ICC.

During the period of inquiry or investigation, the complainant may request that the ICC transfer her/him or the respondent to another work area/location.

- I. Inquiry Report and Disciplinary Action Post Inquiry / Investigation: The ICC shall submit an enquiry report to the Company's authorized representative upon conclusion of the inquiry. The report of the ICC shall be deemed to be the enquiry report for purposes of any disciplinary rules applicable to the employee against whom a complaint of sexual harassment was made.

Where the ICC determines that the allegation against the respondent has been proved, it may recommend to the Company, as the case may be:

- a. To take action for sexual harassment as a misconduct in accordance with the provisions of the Company's applicable policies
- b. To deduct from the salary/ wages payable to the perpetrator, such sum as it may deem appropriate to be paid to the aggrieved employee or to his/her legal heirs.

In the event the ICC determines that the complaint is false or malicious, the ICC may recommend to the Company to subject the individual making the false complaint to disciplinary action, up to and including termination of employment. It is hereby clarified that mere inability to substantiate a complaint or provide adequate proof shall not attract action against the complainant.

- J. Confidentiality: Reports of alleged harassment and discrimination will be treated with the appropriate confidentiality and respect. Those involved in investigating the matter shall only disclose information as necessary in connection with the investigation. Information may however be disseminated regarding the justice secured to any victim of sexual harassment under law without disclosing the name, address, identity or any other particulars calculated to lead to the identification of the aggrieved employee and witnesses.

If any person entrusted with the duty to handle or deal with the complaint, inquiry or any recommendations or actions under law, contravenes his/her confidentiality obligation, he/she shall be liable in accordance with the provisions of the Company policies, as applicable, and may be subjected by the Company to disciplinary action, including but not limited to payment of fines.

- K. Retaliation: The Company prohibits employees from taking negative action against any individual for reporting conduct that may constitute sexual harassment.
- L. Information: Please contact the India HR Business Partner for any questions or guidance in relation to this policy.
- M. Amendment/Modification: This policy is implemented in the sole discretion of the Company, and it may be modified or amended at any time in the sole discretion of the Company.

SECTION 3: STANDARDS OF CONDUCT

3.1 DISCIPLINARY POLICY

In addition to the examples of conduct amounting to gross misconduct warranting summary dismissal as mentioned in the Employee Handbook (EMEA & APAC Regions), set out below is an indicative list of conduct that may be classified as misconduct warranting disciplinary action (including, but not limited to, termination of employment):

- i. Any misrepresentation by an employee to the Company, whether made orally or in writing and whether expressly or by conduct, and whether at the time of appointment or prior or subsequent thereto;
- ii. Commission of any act detrimental to the interests of the Company;
- iii. Commission of any act of moral or financial turpitude;
- iv. Misrepresentation of qualifications or falsification of employment application, including furnishing partial or completely false information regarding name, age, family details, qualifications, ability, skill, previous employment, etc. at the time of the employment or during the course of employment;
- v. Insubordination, disloyalty or dishonesty;
- vi. Violation of applicable Indian law;
- vii. Violation of the Code of Ethics, including receiving or giving bribes or any illegal gratification, creating a situation that may involve a conflict between personal interests and the interests of the Company, and undertaking employment or outside activities without obtaining the required approvals;
- viii. Breach of any clauses of the Company's regulations or policies;
- ix. Material breach of any term of the employment agreement;
 - x. Disclosing to any unauthorized person any information in regard to the processes of the Company, or its clients/customers which may come into the possession of the employee in the course of his work;
 - xi. Possession, use, purchase or sale of any barbiturates, amphetamines, hallucinatory drugs, heroin, opiates, or any other drugs or narcotics, except as prescribed by a physician;
 - xii. Excessive consumption of or working under the influence of intoxicating drinks/alcohol;
 - xiii. Any act adversely affecting the reputation of the Company or any of its subsidiaries or affiliates within or outside India;
 - xiv. Any act of discrimination against any employee(s) on the grounds of characteristics protected by law or policy;
 - xv. Harassment of any kind;
 - xvi. Inattention or negligence in the performance of an employee's duties and obligations;
 - xvii. Any customer recommends an employee's termination;
 - xviii. Intention to commit a criminal offence against the Company or any of its subsidiaries or affiliates;
 - xix. Any sentence of imprisonment by a final judgment of any court of law;
 - xx. Fraud, theft, or gross malfeasance on the employee's part, including, without limitation, conduct of a disruptive, felonious or criminal nature, conduct involving moral turpitude, embezzlement, or misappropriation of assets;
 - xxi. Repeated violation by employee of any of the applicable work rules or policies;
 - xxii. Unauthorized absence from duty without providing any information, repeated failure to be present at work during the normal business hours, habitual late attendance, and habitual absence without leave or overstaying the sanctioned leave without sufficient grounds or proper satisfactory explanation;
 - xxiii. Willful actions detrimental to the Company or any of its subsidiaries or affiliates, or breach of standards adopted by governing behaviour and conduct, professional independence or conflict of interest;
 - xxiv. Deliberate tampering with or unauthorised use of computer hardware or software, including browsing of prohibited sites/content on Company internet or Company-provided devices such as laptops and smartphones;
 - xxv. Possession of, or viewing, or showing, any and all forms of pornography;
 - xxvi. Excessive personal communications not related to the Company business during Company hours;
 - xxvii. Repeated failure to comply with the lawful directions of the Company or its officers;
 - xxviii. Commission of any act not in conformity with discipline or good behavior;
 - xxix. Commission of an act of insolvency;
 - xxx. Willfully restricting the work output or encouraging others to do the same; or

- xxxi. Striking work in contravention of the applicable laws or abetting, inciting, instigating others to strike work or act in furtherance thereof.

Obligation to Report Misconduct

Any act amounting to misconduct under this disciplinary policy will be recorded as an incident. Employees are required to report any act amounting to misconduct under the policy that they notice or become aware of to either their reporting manager or Human Resources. If an incident is reported to (or comes to the attention of) the reporting manager, they will generally refer the issue to Human Resources.

Dealing with Misconduct

The Company will immediately undertake an effective, thorough, and objective investigation of the misconduct and, where necessary, the Company will conduct an enquiry in accordance with applicable law. It is clarified that the process for dealing with any conduct that amounts to sexual harassment at the workplace is as stipulated in the Company's Policy on Prevention of Sexual Harassment of Women at the Workplace, and the process described herein shall not apply to such incidents.

Normally, a sanction for any act of misconduct set out in this policy will be imposed after holding an enquiry or giving an opportunity to the employee to explain his/her conduct. However, depending on the nature and severity of the incident and other circumstances, an enquiry may not be conducted (e.g., where the guilt of the employee in question is readily apparent, admitted or uncontested, or where such an enquiry will be nothing more than an empty formality), or may be conducted in a brief (but unbiased) manner with the involvement of the Company's Human Resources department (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 the Company retains the absolute right and authority to assess, on a case-to-case basis and in its sole discretion, the appropriate procedure to be followed in connection with a particular incident. Subject to the foregoing, if an enquiry is to be held against an employee, he/she may be given a 'charge sheet' notice by the Company, clearly setting forth the allegations and providing an opportunity to the employee to provide an explanation and response (either in writing or before an impartial enquiry officer, as the circumstances may merit).

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

If an employee fails to respond to the charge sheet or fails to appear before the enquiry officer at the appointed place, date and time without showing sufficient and reasonable cause, then the enquiry may be completed in his/her absence.

The Company reserves the right to suspend employees in order to investigate accusations of misconduct or in circumstances where the Company, in its discretion, feels it is necessary to suspend the employee for operational reasons. During suspension, subject to applicable law, employees shall be entitled to a subsistence allowance of 50% of their salary. During suspension, the Company is entitled to ask employees not to have any dealings with clients or suppliers and to have no business dealings with employees.

Disciplinary Action

If, based on the aforementioned process, the Company concludes that misconduct has occurred, necessary action will be taken in a manner which the Company shall determine in its sole discretion, reflecting the severity and circumstances of the misconduct. Disciplinary actions may comprise a verbal warning, written warning, final written warning or suspension, or immediate termination of employment. The Company, at its sole discretion, may also consider other forms of punishment such as withholding of bonus, salary increment, or promotion, etc. Any disciplinary action taken will be recorded in the employee's written service record.

Confidentiality

The Company's aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any employee involved. In addition to existing confidentiality obligations, employees must treat as confidential any information communicated to them in connection with a matter which is subject to this policy.

Accordingly, employees may not make electronic recordings of any meetings or hearings conducted under this policy 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 to be a misconduct under this policy.

Employees who have any questions relating to what constitutes misconduct under this policy or breach of standard of discipline should contact Human Resources.

3.2 Grievance Redressal Policy

- A. Intent: The Company recognizes the right of its employees to express their grievances pertaining to and arising out of employment and seeks to ensure redressal of such grievances in a respectful and time-bound manner. So as to enable the prompt, fair and orderly resolution of employee grievances, the Company has put in place this Grievance Redressal Policy ("GR Policy") and has set up a Grievance Redressal Committee ("GRC").
- B. Applicability
 - a. This GR Policy shall apply to all Company employees in India.
 - b. This GR Policy is not intended to impair or limit the right of anyone seeking a remedy available under any other Company policies or under applicable laws. Further, in case of a specific type of grievance that has specifically been addressed in other Company policies, the employees are required to follow the process laid down under such policies as against this policy.
- C. Grievance Redressal Committee: Employees are entitled and encouraged to raise grievances with respect to and in connection with employment with the Company, without any fear of retaliation or victimisation. For the purpose of grievance redressal, the Company has constituted a GRC. The Company reserves the right to add, remove or replace, the members of the GRC from time to time.
- D. Grievance Redressal Process
 - a. Any employee who has a grievance pertaining to or in connection with employment may file the same in writing or via email to the GRC at India-GRC@uber.com
 - b. Grievance should be made within one month from the date of occurrence or event being reported of the event leading to a grievance.
 - c. The grievance should contain a detailed description of the facts and should be supported by adequate evidence. It should also contain the names of the witnesses, if any.
 - d. The GRC shall inquire into the complaint as per the Company's policies and practices.
 - e. The GRC shall provide its recommendation based on its findings and shall submit the same to the India Head of Operations and the India HR Business Partner. The decision of the India Head of Operations shall be final.
 - f. All employees shall extend full co-operation to the GRC. Any failure on the part of an employee to co-operate or providing wrong or misleading information or withholding relevant information shall be a violation of this GR Policy and may warrant disciplinary action as per the Company policies.
- E. Confidentiality: All complaints received and inquiries made by the GRC will be handled with the appropriate level of confidentiality.
- F. Information: In case of any questions or need for further guidance, please contact the India HR Business Partner.

- G. Modification/Amendment: This GR Policy is implemented in the sole discretion of the Company, and it may be modified or amended at any time in the sole discretion of the Company.

Privacy Policy

- A. Policy Objective: The Company's privacy policy represents our commitment to keeping all personal information belonging to our employees confidential. The Company will not collect, use, or disclose any sensitive personal data or information ("SPDI") about employees without their written consent. The information provided is used solely for the purpose of updating and maintaining personnel files.
- B. Policy Details: Consent to the collection, use, or disclosure of SPDI is to be expressly provided in writing. Employees may withdraw their consent at any time, subject to legal or contractual restrictions or considerations.
- C. Collection: The Company will always identify the purpose that the SPDI is being collected for. SPDI is collected directly from an employee with written consent, or as allowed by law to be collected from other sources.
- D. Use and Disclosure: The Company will only use information collected for the purpose indicated to the employee or as required or allowed by law. The Company will not disclose any SPDI to a third party without written consent from the employee.
- E. Retention: The Company will retain SPDI only as long as necessary to fulfil the identified purpose or as required or allowed by law. Company will ensure that disposal of SPDI will be performed by a means that safeguards the privacy of all information and is appropriate to the sensitivity of the information.
- F. Individual Access: Employees may request to be informed or view information pertaining to them at any time. Company will provide access to such information. If it is determined that any SPDI is incorrect, employees may request corrections to be made and the Company will correct this information.

SPDI shall be collected only for lawful and relevant purposes and all practicable steps shall be taken to ensure that the personal data held by the Company is accurate. Company shall take reasonable steps to prevent any unauthorized or accidental access, erasure or other use of such information. You acknowledge that the internet is not 100% secure and that we cannot provide any absolute assurance regarding the security of an employee's SPDI. We will not be liable in any way in relation to any breach of security or unintended loss or disclosure of information/data caused by us in relation to your SPDI.

SECTION 4: EMPLOYEE BENEFITS

- A. Statutory Holidays: Mandatory public holidays include January 26 (Republic Day), May 1 (May Day Celebration), August 15 (Independence Day) and October 2 (Gandhi Jayanti). The annual schedule of holidays for each location shall be communicated to employees by the Company.
- B. Annual Leave: Employees shall be eligible for annual leave in accordance with the applicable law in their work location. Such leave is credited after 12 months of continuous service, although during their first year of employment, employees may receive a pro-rated amount of leave. Employees will accumulate leave in accordance with applicable law and leave in excess of any applicable limits shall automatically lapse and will be forfeited, without any liability or obligation upon the Company.
- C. Sick Leave: The Company offers paid sick leave when employees cannot work due to an illness or injury. Sick Leave is to be used for medical purposes only and not for vacation. The number of sick leave days will be in accordance with the applicable law in employees' work locations. Employees may be required to submit medical certificates issued by a registered medical practitioner. Please note that un-availed sick leaves cannot be carried forward to the next calendar year.
- D. Casual Leave: Employees are eligible for casual leave in the locations where required by applicable law. Unused casual leave cannot be carried forward to the next calendar year.
- E. Maternity Leave: A female employee who has been employed with the Company for a minimum of 80 days in the previous 12 months shall be entitled to avail maternity benefit leave for a maximum period of 12 weeks, of which not more than 6 weeks shall precede the date of expected delivery of the child. Such leave shall be availed in accordance with the Maternity Benefit Act, 1961. For any illness arising out of pregnancy, delivery, premature birth, miscarriage or termination of pregnancy or tubectomy operation, an employee, on production of sufficient proof will be entitled to an additional maternity benefit for a maximum period of 1 month. In case of miscarriage or medical termination of pregnancy, women employees are entitled to leave for a period of six (6) weeks (inclusive of weekends and holidays) immediately following the day of miscarriage or medical termination of pregnancy.

SECTION 6: REDUNDANCIES / REDUCTIONS-IN-FORCE

Section 5 of the Employee Handbook (EMEA & APAC Regions) shall not be applicable to employees in India.