



Technology consultants for ASIC and Software

Employee Handbook

Mirafra Technologies

(India)

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INTRODUCTION

Welcome to the MiraFra Software Technologies Pvt. Ltd.

You will find in this document, guidelines to policies and practices that govern MiraFra Software Technologies Pvt. Ltd. (hereinafter referred to as "the Company") and its employees.

The primary objective of this handbook is to ensure that you have a readily available storehouse of information on the various policies and practices at the Company.

We have tried to be as comprehensive as possible – right from listing down things a new employee would like to know to various policies and employee benefits that an employee is entitled to.

The policies listed here will highlight MiraFra's expectations from our employees as part of the MiraFra family. Deviation from any policy in this handbook is not expected.

As in any progressive organization, policies and practices are reviewed regularly and changes are made from time to time. This handbook will function as a working document that will continue to incorporate changes that take place in the organization and our business.

MiraFra Management is solely authorized to amend the policies from time to time.

Any changes made to this document may be communicated in the form of meetings, e-mails, notices on the bulletin board, etc.

Please familiarize yourself with this Handbook and use it as a 'ready reckoner'. For further information on any policy or practice of this handbook, employee may contact the Human Resources Department.

Our goal is to build the Company into a strong, robust 'people-centric' organization that attaches great importance to honesty and integrity. It is through our policies and practices that we believe we will achieve our goal.

We wish you all success in your association with MiraFra Software Technologies Pvt. Ltd!

1 GETTING START @ MIRAFRA

In this section of the Handbook, we will cover some aspects that a new employee requires to know immediately upon joining. Needless to say, the Human Resources Department is available to help you get settled in and answer any questions you may have to ensure that you feel at home – both in your new role as well as atwork place.

1.1 Employment Agreement

On selection, you shall receive a letter of offer. This letter details out brief terms and conditions of employment and your compensation package. Employees are expected to familiarize themselves with the same. At the time of joining you will sign Employment Agreement with the indicated terms and conditions and hand over one copy of this agreement to the Human Resources Department.

1.2 Personal Information for employee records

As per Company policy, the Human Resources Department has to maintain employee records for all employees employed in the Company. This information is primarily needed for the calculations of benefits, taxes, beneficiary nomination forms etc.

At the time of joining, you will be required to fill in a joining report.

In addition, following documents will be collected from the new joiners on the date of joining:

- Certified true copies of the Education Qualification Certificates (10th Standard till highest qualification).
- Certified true copies of the Experience & Relieving Certificates for all previous employers.
- Certified true copies of Aadhar, PAN Card & Passport (In case you do not have a PAN Card & Passport at the time of joining , you need to apply for a passport immediately and furnish the details of your passport. You can take the help of our Administration Department to apply for passport. Kindly note that this is very important).
- Your latest salary Certificate.
- Certified true copy of Form No. 16 (Certificate under Section 203 of the Income-tax Act, 1961 for tax deducted at source) issued by your ex-employer, 1961, if any.
- 4 copies of your recent passport size photograph.
- 1 copy of your dependants' recent passport size photograph for Mediclaim Insurance.

Personal files are the property of the Company, and access to the information is restricted. Management personnel of the Company who have a legitimate reason to review the files are allowed to do so.

Also, any change in personal information like marital status, telephone number, address, etc. should be reported immediately in writing to the Human Resources Department. Willful submission of

incorrect records / information can lead to initiation of appropriate legal proceedings and/or termination of employment.

1.3 Bank Account

The Company provides an option a salary account with HDFC Bank to enable salary deposits and other official payments.

HDFC Bank – Salary Savings Account opening form will be given to all the new joiners on their date of joining in a “**Welcome – Kit**” given by the HDFC Bank Representative (in case of new account).

If you already hold a bank account with HDFC Bank, ensure that you hand your existing account number to the Human Resources Department or the Accounts Department so that salaries can be disbursed to the same.

For more details on the HDFC Bank account, please refer to their website i.e. <http://www.hdfcbank.com>

1.4 Employee Identity Badge

- The Company will provide you with a Photo Identification Card & an Access Card within 10 days from the date of joining.
- This card also provides you with access to the office. You must wear the card at all times for security reasons.
- Loss of identity cards should be reported to the administrative and HR department within 24 hours.
- Rs. 250/- will charged in case of loss of card. If the card is damaged then it should be surrendered to Admin Department to receive new card.
- In the event of resignation, the ID card must be returned on your last working day.

For any further clarification on the above, contact the Administration Department.

1.5 Visiting Cards

- On joining, a pack of visiting cards will be ordered for you.
- You will receive the visiting cards within 10 days from your joining/requesting.
- If in case you need more visiting cards, please send an email to Administration-chramesh@miraфра.com

For any further clarification on the above, contact the Administration Department.

1.6 Email ID

You will be given a Company email address by the Information Systems Department. In addition you will also have access to the Company's Internet facility. While using these, you should abide by the Official Email, Intranet and Internet Policy which is listed in this document. Access credential for these resources are highly confidential and do not share them with others.

For any further clarification on the above, contact the Information Systems Department.

1.7 Allocation of work place and work machines

You will be provided with a work place along with a desktop at the Company (Mirafra Office) location. As a policy, Laptops/Netbooks are not provided by the Company.

At client location, you will be provided with work machines issued by respective clients and Company will not aid any desktop/laptop for client location.

1.8 Orientation / Induction

Getting a good start in your job is as important to the Company as it is to you. Therefore, we ensure that each member is properly inducted/ oriented into the organization and the role.

Both the Human Resources Department and the hiring manager (*who is a supervisor*) have orientation responsibilities.

- **The Role of the Human Resource Department**

Within the first week of you joining the Company, the Human Resources Department does the orientation as following::

- ✓ They will welcome you into the organization
- ✓ They will assist you in filling out all forms e.g. employee agreement forms, bank forms, benefit forms etc.
- ✓ They will review the applicable benefit package with you and clarify any issues you may have regarding the compensation package.
- ✓ They will assign a reporting manager to you and get you connected with him/her.
- ✓ They will orient you into the Company by preparing out an Induction Plan. This program will help new employees get acquainted with the Company and the "Mirafra way of doing things".
- ✓ They will arrange for an office tour and get you introduced to Finance, Administration and IT Systems Administrator Team.

- **The Role of the Reporting Manager**

After having familiarized yourself with the Company, the next step is to familiarize you with your Project / Department and your role and responsibilities.

After you have gone through the Human Resources induction program, the Reporting Manager will do the following to support your Induction:

- ✓ Introduce you to the work group.
- ✓ Acquaint the new employee with the project / department objectives.
- ✓ Lay down objectives and explain you about the work duties and responsibilities.
- ✓ The Reporting Manager will make sure that you have complete information on their respective Project / Department and "how" and "where" they fit in.
- ✓ The Reporting Manager will ensure that the new employee reviews all relevant departmental and Company policies.



Get to know your Reporting Manager, and when you need help or have questions, complaints, problems or suggestions, contact your supervisor first. He/She is interested in your success, the success of every member of your department, and the overall success of the Company.

2 WORKING ETHICS @ MIRAFRA

2.1 Working Hours

The official working hours are 9.30 AM to 6.30 PM IST inclusive of one hour lunch break. The employees are expected to work for **8 productive hours daily/ 40 productive hours weekly**. Saturday and Sunday will be observed as weekly holidays, until there is no such contingency in which the Management expects you to come and work as a compensatory or for any urgent business need, on a case to case basis.

MiraFra believes in flexible working hours for the employees, while making sure that it does not affect the business needs and deliverables.

Since many of the employees need to work at respective client place and hence they are expected to follow the time schedules accordingly.

2.2 Equal Employment Opportunity

MiraFra is an Equal Employment Opportunity (EEO) Employer. Employment decision is based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, caste, creed, physical disability, language, marital status, place of birth or any other factor(s) protected by law.

This policy governs all aspects of employment, including but not limited to selection, job assignment, compensation, promotion, discipline, termination, and access to benefits and training.

Features

- In order to provide equal employment and advancement opportunities to all individuals, employment decisions at MiraFra are based on merit, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices because of race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, caste, creed, physical disability, language, marital status, place of birth or any other factor(s) protected by law.
- The Company will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their Supervisor or to the Human Resources Department.

Anyone found to be engaging in unlawful discrimination would be subject to disciplinary action.

2.3 Terms & Conditions of Appointment

2.3.1 Role & Responsibilities

You will carry out all work and services that will be entrusted to you by the Company and shall devote your entire time and effort to the same. You will not be entitled to render any work or services to any others, unless so requested by the Company.

The Company is entitled to depute your services to any other company or organization in similar or such other capacity as the company may decide. Such deputation will be treated as continuation of your services with the Company.

2.3.2 Termination

The company or Employee may terminate this appointment by giving advance notice in writing or gross salary in lieu as per the latest communication/letter issued to Employee mentioning notice period clause. Notice period for VP and above level is Four (04) months in writing or gross salary in lieu. . The Company reserves the right to terminate your services without any compensation or notice thereof, if you are found to be in breach of your responsibilities or company policies, poor performance, dereliction of duties or insubordination. Company also reserves the right to decide about duration of notice period.

Any amount due to the company at the time of leaving will be deducted accordingly by the Company in Employee final settlement.

2.3.3 Company Policies

Employee will be governed by the Company's policies and agreements in practice and implemented from time to time.

2.3.4 Benefits

Employee will be entitled to Leaves and other employee benefits as per the rules framed by the Company.,

The above terms and conditions of Appointment are just a framework for sound understanding.

If in case Employee has any queries, kindly contact Human Resources Department.

2.3.5 Interpretation of the Terms and Conditions

MiraFra Management has a sole discretion and rights to define interpretation of any and every terms and conditions of employment as mentioned in the appointment letter.

2.4 Employment of Relatives

We are happy to consider and hire relatives of employees. However, such candidates shall be hired solely on the basis of their qualifications and experience. Such candidates are hired based on a business need, after due process is followed.

Relatives herein include spouse, siblings and close relatives only. However, there are some restrictions, which is to help prevent problems of security, supervision and morale.

"Relatives" are absolutely not hired or transferred into positions where they directly or indirectly manage or are managed by another close family member.

Prior review and approval by the Management is required when hiring immediate family members/relatives.

2.5 Re – Employment

A former employee with minimum one year of service with the Company, who left the Company in good standing may be considered for re-employment provided their qualifications are suitable for a vacant position.

Former full-time employees who were employed in a regular position, prior Company service and who is rehired within one year of his/her last day of work may be eligible for bridging of service after he or she completes one year of service.

On the first year anniversary, service will be bridged. At this time, all eligible previous service will be combined with the employee's current service. A rehired employee may only have service bridged once. Bridging of service will not apply to employees who are rehired more than one time.

2.6 Employee Separation

We believe in long-term partnerships with all our employees.

However, for certain reasons, separation may be unavoidable. Both the employee and the employer may terminate the employment relationship as and when they feel appropriate as per the termination clause 2.3.2. Termination can be voluntary (resignation) or involuntary (termination).

2.6.1 Voluntary Termination

This is termination initiated by you. If you should choose to exercise your at-will employment option to leave Company employment, Company require you to provide an email resignation copy to your Reporting Manager & Human Resources Personnel, which further needs to be approved by them.

■ Features

- In case of voluntary separation, you are required to give an advance notice as point 2.3.2 or equivalent gross salary payment in lieu of notice to the Company as per the terms and conditions in your latest communication letter.
- Company has a sole discretion to reduce the notice period for any of the resigned employee or may ask to serve entire notice period based on the criticality and need of the

work.

- Availing leave during the notice period is not acceptable. Exceptions will be allowed as per the approval of the Reporting Manager taking in to consideration the Job schedules.
- All departments will be required to sign the Relieving Form.
- Exit Interview Form needs to be filled and submitted to the Human Resources Department.
- You must also settle all your accounts like paying back the benefits amount, if applicable.
- On resignation, you will return to MiraFra all files, records, keys, and any other materials that are property of MiraFra.
- Any outstanding financial obligations owed to MiraFra will also be deducted from the employee's final cheque.
- All accrued vested benefits that are due and payable at termination will be paid.

2.6.2 Involuntary Termination

Although the Company plans its business and workforce growth carefully, the organization may need to terminate an employment, for reasons that would affect the business or the environment.

In other circumstances, employees may be terminated for reasons including, but not limited to poor performance or disciplinary reasons.

At the discretion of the Company, an employee may be terminated with or without cause and with or without giving advance notice or salary, with a prior suspension or warning.

In case of disciplinary, misconduct, insubordination at work place in MiraFra or at any client of MiraFra, there will be immediate termination of such employee without any notice period or pay from the Company.

2.6.3 Exit Interviews

HR Personnel will schedule an exit interview with all/ any of the resigned employees.

The exit interview is held during the last week of employment. The Exit interviews provide the Company with valuable information regarding employment and work life.

The Reporting Manager is responsible for informing employees that they have to contact the Human Resources Department to schedule the interview and for collecting Company property from employees before their last day.

2.6.4 Final Pay Cheque

- For those employees who have resigned and have their last working day – on or before 15th day of next month, the finance department will keep their “running month” salary on hold, so as to take care of any dues to be recovered from the employee.

If the employee is able to produce “NO DUES” certificate to finance department, on or before 25th day of the running month, then his salary for that month will be released as a normal salary payout process.

- For those employees who have resigned and have their last working day – after 15th day of “next month”, the finance department will release their “running month” salary as a normal process, if there are no major Dues.
- It is recommended that the employees should submit the investment proofs against the declared investments to the finance department, atleast 10 days before their last working day, so that the tax computation could be done accordingly.
- The final pay cheque will include pay for accrued unused ‘Earned Leave’ up to the maximum limit of 30 days and any other entitlement.
- The full and final settlement will be done within THREE months from the relieving date.

2.7 Conflict of Interest

A conflict of interest can arise whenever an employee acts in a manner, or participates in any transaction, relationship or situation which conflicts with or may appear to conflict with the best interests of the Company.

Situations that give the appearance of a conflict of interest can be just as detrimental as an actual conflict. Actual or potential conflicts of interest should always be disclosed to the immediate supervisor.

A conflict of interest arises when an employee or a close relative of an employee is/ becomes involved in an outside business interest which:

- Is a competitor or supplier of the Company.
- May adversely affect the employee's judgment in acting for the Company.
- Interferes with the employee's obligation of devoting full-time attention to his/her responsibilities.
- May adversely affect the Company or its Clients in any way, including its relationship with an external agency.

If you are faced with any other situation that may create a conflict of interest (or the perception of one) in any decision or transaction involving the Company, you must inform your manager about the nature of the decision or transaction and the potential conflict of interest.

3 Email, Intranet and Internet Usage

3.1 Solicitation And Distribution

MiraFra does not permit solicitation or distribution, by MiraFra's employees or third parties, during work time or on MiraFra's premises. Employees may not use any of MiraFra's electronic communication media to solicit or advertise outside products or services, political donations or contributions. Generally, solicitations or advertisements for charitable organizations may not be made without the prior approval of the Management.

3.2 Software Purchase Policy

It is the policy of MiraFra, that the copyright laws will be obeyed in all instances. The practice of illegally licensing, using or copying software will not be condoned, officially or unofficially. It is your responsibility as a MiraFra employee to make sure you are in compliance with all laws and legal agreements relating to the use of computer software. You should make sure that you can document the legality of each software package on any workstation assigned to you. The unauthorized duplication, operation on machines other than for which licensed, or other "piracy" is a violation of the law and may expose you and the Company to legal processes. Hence it is mandatory that all installations and downloads should be routed to the IT department. Violations will cause disciplinary action to be taken.

Hence it is mandatory that all installations / downloads of licensed software should be routed through the IT department.

3.3 Email Security Policy

E-mail is one of MiraFra's core internal and external communication methods. The purpose of this policy is to ensure that e-mail systems used by the employees to support Company business functions to their fullest capacity. This policy advises employees of their responsibilities and provides guidance in managing information communicated by e-mail.

3.3.1 Use of Email

E-mail services, like other means of communication, are to be used to support Company business. Employees may use e-mail to communicate informally with others in the Company so long as the communication meets professional standards of conduct. Employees may use e-mail to communicate outside of the Company when such communications are related to legitimate business activities and are within their job assignments or responsibilities. Employees should not use e-mail for illegal, disruptive, unethical or unprofessional activities, or for personal gain.

Employees are expected to avoid usage of the email for sharing the pirated technical literature, and any other non-technical forwarding like movies or songs files, etc.

3.3.2 Privacy and Access

E-mail messages are not personal and private. System administrators may routinely monitor individual employee's e-mail and will take reasonable precautions to protect the privacy of e-mail.

System Administrator may check the contents of an email:

- To diagnose and resolve technical problems involving system hardware, software, or communications;
- To investigate possible misuse of e-mail when a reasonable suspicion of abuse exists or in conjunction with an approved investigation by the management.

An employee is prohibited from accessing another user's e-mail without his or her permission.

3.3.3 Security

E-mail security is a joint responsibility of IT Team and e-mail users. Users must take all reasonable precautions, including safeguarding and changing passwords, to prevent the use of the account by unauthorized individuals. System administrators will monitor messages as necessary to assure efficient performance and appropriate use. Messages or attachments relating to or in support of illegal activities will be reported to the appropriate authorities.

Do's and Don'ts (Applicable to all e-mail messages and attachments):

- Take all reasonable precautions, including safeguarding and changing passwords, to prevent the use of the account by unauthorized individuals.
- Be courteous and follow accepted standards of etiquette.
- Protect others' privacy and confidentiality.
- Consider organizational access before sending, filing, or destroying e-mail messages.
- Protect the user ID and passwords.
- Should open or execute email attachments only after virus scanning.
- Not send unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email Spam). Care should be taken when sending mails to broadcast addresses like group mail lists.
- Creating and/or forwarding chain letters.
- Not send any email or attachments, which may contain information that is privileged, confidential or exempt from disclosure under applicable law.
- Not send any emails or attachments threatening, obscene or harassing others.
- Not use the corporate email services for private advertising of products or services or for personal use
- It is advisable to use FTP if the attachment size is very large.

3.4 Internet Usage Policy

Mirafra routinely provides Internet access and an email account to all employees. However, employees use of these systems is subject to limitations.

The purpose of this Internet Access and Email Policy is to explain the acceptable and unacceptable uses of the Internet and company email. This policy applies to all employees and contractors, as well as all other persons who access the Internet or email through Mirafra systems.

3.4.1 Acceptable Uses of the Internet & Email.

Employees are encouraged to use the Internet or email when doing so can, for example, improve efficiency, reduce costs or enable employees to provide better service. However, Internet access and email through company systems are property of Mirafra, and their purpose is to facilitate company business. Every employee has the responsibility to maintain and enhance Mirafra's image and to use the Internet and email in a professional and productive manner.

3.4.2 Unacceptable Uses of the Internet & Email.

Employees shall not use the Internet or email to transmit, retrieve, or store any type of communication, message or material:

- That is discriminatory or harassing;
- With derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, or sexual preference;
- That is obscene or X-rated; or
- That contains abusive, profane or offensive language.

Mirafra's systems also may not be used for any purpose that is illegal, against Mirafra policy, or contrary to Mirafra's best interest. Solicitation of non-company business or any use of the systems for personal gain is prohibited.

And, since information traveling through the Internet or internal computer systems are not secure and may be intercepted by unauthorized persons, you should not transmit sensitive, confidential or privileged company information unless it is encrypted. Under no circumstances should an employee ever transmit confidential company information to a bulletin board, chat room, newsgroup, or in any other way that allows the information to be accessed by anyone who is not obligated to keep the information confidential.

3.4.3 Communications

Each individual is responsible for the content of all text, audio, and images that they place into or send over Mirafra's systems. No electronic communication may be transmitted in a way that hides the identity of the sender or indicates that the sender is someone else or is from another company.

3.4.4 Virus Protection

To prevent computer viruses from being transmitted through the system, you are prohibited from downloading or using software without prior authorization. All software that is downloaded must be registered to the company. Contact the Director of IT if you have any questions.

Use great caution in opening attachments to email messages, even if you know the sender. Attachments with file types that could potentially carry a virus (such as ".exe" or ".vbs ") generally should not be opened without first taking steps to ensure they do not carry a virus.

3.4.5 Copyrights

MiraFra's systems may not be used to transmit copyrighted materials that belong to any other individual, business, or organization. MiraFra is committed to obtaining a license for every copy of copyrighted software that our employees need to perform their duties. Employees must respect all copyrights and may not copy, use, retrieve, modify, distribute, or sell copyrighted materials.

Because of the prevalence of unauthorized sharing of copyrighted material on peer-to-peer sharing services, MiraFra's computers may not be used to access these services or any site or system that promotes or facilitates the unauthorized distribution of copyrighted materials such as software, music, movies, television programming and books. Similarly, you may not use MiraFra's systems to upload, download, stream, email or otherwise distribute copyrighted software, music, movies, television shows, books or other copyrighted materials without authorization.

3.4.6 Security

MiraFra routinely monitors its Internet and email systems and the communications that use the systems to ensure compliance with this policy. All messages, passwords and files created, composed, sent, received, or stored on MiraFra's computers or email system are MiraFra's property and not the private property of any employee. No employee should expect that any communication using the Internet or email system will be private.

Also, any files or communications made or stored on MiraFra's computer system may be subject to discovery in litigation and may have to be produced as evidence in court. Remember that messages you delete can still be retrieved. Therefore, you should never transmit anything through the Internet or email system that you would not want others to see.

3.4.7 Violations

Any improper use of the Internet or email is not acceptable and will not be permitted. The failure to comply with this policy may result in disciplinary action, up to and including termination. And, MiraFra may advise appropriate law enforcement agencies and officials of any illegal activities that involve company systems.

4

4 Non Disclosure Agreement

The NDA is done between the employee and employer on the following clauses:

WHEREAS the EMPLOYEE will, in the course of his employment with the Company, acquire information and expertise regarding the Company, its businesses and activities, its products and customers etc., all of which are vital to the interests of the Company, the acquisition and / or use of which by any competitor of the Company would be disastrous to the business interests of the Company;

AND WHEREAS in consideration of the premises and the mutual covenants undertaken by the parties, the sufficiency whereof the EMPLOYEE does hereby accept and acknowledge and shall not call into question, the EMPLOYEE has agreed to execute this non-compete and confidentiality agreement so as to refrain from any actions which would be detrimental to the business interests of the Company.

NOW THEREFORE THIS AGREEMENT **WITNESSETH** as follows:

1. Confidentiality Obligations:

In consideration of the EMPLOYEES's service with the Company and the prospect of his gaining access to confidential records and other sources of information during the course of or in connection with such service, the sufficiency of which consideration the EMPLOYEE acknowledges, the EMPLOYEE assumes and agrees to strictly abide by the following continuing and irrevocable confidentiality obligations:

A. During the period of employment:

- i) to keep secret, treat confidentially and not disclose, any and all information pertaining directly or indirectly to the Company, its intellectual property, its holding, subsidiary and affiliated companies or concerns, their respective businesses, operations or activities (existing and prospective), their personnel and terms of employment (including those of the EMPLOYEE), their customers (existing and prospective) and any other confidential information whatsoever that is maintained by the Company or comes to the knowledge or possession of EMPLOYEE by any means; except with the previous written consent of the Company, not to make use of any skills or know how or information acquired by the EMPLOYEE as a result of his employment with the Company (including any formulae, records, notes, drawings etc.) other than for the benefit of the Company, whether during the period of employment with the Company or thereafter;
- ii) to always conduct himself for the benefit of the Company and knowingly never take any action or do anything which is contrary or inconsistent with the best interests of the Company and not to perform any work or services for any third person or concern (including self-employment) with respect to any matter which relates to or conflicts (or is likely to conflict) with the business, operations or activities of the Company, or its holding, subsidiary or affiliated companies and concerns.

B. Throughout the period of employment and thereafter, to keep secret, treat confidentially and not disclose or use (other than for the sole and exclusive benefit of the Company), any trade secrets, intellectual property etc. pertaining to the Company, its products, processes or operations, so long as they remain legally capable of being protected.

C. All works, programs, papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, and other materials, including copies in whatever form and translations into any other language, relating to the business of the Company that the EMPLOYEE possesses or creates during the term of his Company employment, whether or not confidential, are and shall remain the sole and exclusive property of the Company.

D. Upon cessation of employment:

to promptly and without necessity of any demand, return to the Company, any and all documents, records or writings made or obtained by EMPLOYEE in the course of his employment and pertaining to or containing any information referred to in Paragraph A above or any trade secret or intellectual property etc. referred to in Paragraph B above; and following cessation of employment, to keep confidential and make no written record of any information referred to in Paragraph A or any trade secret or intellectual property etc. referred to in Paragraph B above and to make no use thereof adverse to the interests of the Company and any of its holding, subsidiary or affiliated companies or concerns.

2. **Confidentiality and Non-competition agreement:**

In consideration of your service with the Company and the prospect of your gaining access to confidential records and other sources of information during the course of or in connection with such services, you will have to sign a Non-Disclosure Agreement which prohibits you from disclosing such information that may harm MiraFra and/or its current and/or future business and to have covenant on non-competence with MiraFra.

To safeguard MiraFra's business interest, you will not solicit, accept employment from or render professional services (by self or through any other organization) to, MiraFra's customer with whom you have worked as an employee of MiraFra in the last 6 months (irrespective of you being currently employed with MiraFra or not), without prior intimation and approval from MiraFra. In the situation where MiraFra agrees to such engagement, notice period will be 6 months. In case you are not currently working for the stipulated MiraFra customer, that duration will be adjusted from the 6 months, with a condition that the minimum notice period will not to be less than what is defined in the company policy.

3. All inventions, ideas, designs, circuits, schematics, formulas, algorithms, trade secrets, works of authorship, developments, processes, techniques, improvements, and related know-how which result from work performed by the EMPLOYEE, alone or with others, on behalf of the Company or from access to the Company Confidential Information or property or which the EMPLOYEE may otherwise create in the performance of his job duties at any time during his employment with the Company whether or not patentable or copyrightable, and all translation rights related thereto (collectively "Inventions and Works") shall be the property of the Company. The EMPLOYEE hereby assigns and agrees to assign to the Company or its designee, without further consideration, his entire right, title, and interest in and to all Inventions and Works, including all rights to obtain, register, perfect, and enforce patents, copyrights, and other intellectual property protection for Inventions and Works. The EMPLOYEE will disclose promptly and in writing to the individual designated by the Company or to his immediate supervisor all Inventions and Works which she has made, authored or reduced to practice. The Employee will assist the Company (at its expense) to obtain and enforce patents, copyrights, and other forms of intellectual property protection on Inventions and Works.
4. The EMPLOYEE recognizes, understands and acknowledges that any breach of the obligations undertaken by the EMPLOYEE hereunder will lead to the Company incurring considerable loss and damage, and irrevocably agrees and accepts to be bound to compensate the Company for any and all loss or damage which the Company may incur or suffer on account of any breach of the EMPLOYEE'S obligations hereunder.
5. Without prejudice to the above, and in addition thereto, the EMPLOYEE shall forthwith pay, without any demur or protest, a sum of Rs.50,000/- (Rupees Fifty Thousand), as and by way of liquidated damages for any breach as contemplated above.
6. In the event of the EMPLOYEE being liable to pay any amounts as mentioned in Clauses 3 and 4 above, the Company shall have the first charge over the salary, bonus etc. receivable by the EMPLOYEE from the Company and the EMPLOYEE hereby agrees and authorises the Company to deduct from them, all such amounts payable by him under Clauses 3 and 4 above.

7. The EMPLOYEE hereby indemnifies and shall keep indemnified and save harmless the Company, its directors and employees from and against all liabilities, claims, damages, suits, proceedings, costs and expenses whatsoever, caused by or arising from any breach by the EMPLOYEE of any of the provisions of this Agreement or of the terms and conditions of the EMPLOYEE's service with the Company.
8. In the event of any breach or threatened breach of the terms of this Agreement by the EMPLOYEE, the Company will be entitled, without prejudice to any of its other rights or remedies, to obtain prohibitory or injunctive relief and orders from a competent Court and to specifically enforce the terms of this Agreement, if and to the extent thought fit by it.
9. Whilst these restrictions are considered by the parties to be reasonable in the circumstances as at the date hereof, it is agreed, that if any of the restrictions shall be adjudged to be void or ineffective for whatever reason, but would be adjudged to be valid and effective if part of the wording thereof were deleted or the periods thereof reduced, they shall apply with such modifications as may be necessary to make them valid and effective.
10. This Agreement embodies the entire understanding and agreement between the parties as to the subject matter hereof and supersedes all prior understandings, agreements and writings whatsoever.
11. All disputes, claims or proceedings between the Parties relating to the validity, construction or performance of this Agreement shall be settled through arbitration and such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and all matters in connection with such arbitration shall be subject to the exclusive jurisdiction of the Courts at Bangalore.

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5 JOB GRADES

- Mirafra is committed to providing compensation packages that are competitive with other comparable companies.
- The salary ranges for various levels, are therefore, based on market compensation levels.
- Each job grade has a salary range. Your individual position in the salary range is a function of your performance.
- This will be intimated to you annually, during the annual performance review. Your salary range may also be reviewed in the course of the year at the discretion of the management.
- It is obligatory for you to keep your salary details confidential and do not share it with others.

If you have any concerns, we encourage you to discuss them with your Supervisor or Human Resources Authority.

6 OUR EXPECTATIONS

6.1 Press

Employees should not speak to the press on Company matters, unless they have been authorized to do so. Violation of this can result in disciplinary action that could include termination.

6.2 Substance Abuse Policy

The Company is committed to provide a safe and productive workplace for its employees. In order to maintain a safe and productive work environment the Company expects employees not to use or possess any drugs or alcohol while at work. Use of these substances, whether on or off the job, can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees.

The rules apply during working hours to all employees of the Company while they are on Company premises or elsewhere on Company business.

The following are prohibited:

- The manufacture, distribution, possession, consumption, sale, or purchase of controlled substances of abuse on Company property.
- Being under the influence of illegal drugs, alcohol, or substances of abuse on Company property.
- Working while under the influence of prescription drugs that impair performance.
- Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.
- Working or reporting to work, conducting Company business or being on Company property while under the influence of an illegal drug or alcohol, or in an impaired condition.

Violation of the above rules and standards of conduct will not be tolerated. The Company may also bring the matter to the attention of appropriate law enforcement authorities. In order to enforce this policy, the Company reserves the right to conduct searches of the Company property or employees and/or of their personal belongings while on the Company premises, and to implement other measures necessary to deter and detect violations of this policy.

An employee's conviction on a charge of possession, consumption or sale of any illegal or controlled substance while off the Company premises will not be tolerated by the Company and may lead to disciplinary action, including termination of employment.

An employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform his/her job, or affect the safety or well-being of others, must notify his/her supervisor of such use immediately before starting or resuming work.

Consistent with the rules listed above, any of the actions constitutes a violation of the Company's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination of employment.

6.3 Acceptance of Gratuities

An employee should not use his/her position within the Company to influence other businesses, or to grant himself or his/her family any personal privileges or benefits of significant value.

Gifts are not limited to material goods, but also services and discount on personal purchases.

Care should also be exercised in accepting business lunches, dinners or other forms of entertainment.

Official gifts given to others should only include the corporate give-aways.

A violation of these guidelines is viewed seriously and considered an indication of a lack of integrity. Disciplinary action could include termination.

6.4 The MiraFra Code of Conduct

The Company expects its employees to behave as responsible individuals. Rules are kept to a minimum, but certain basic requirements are both for the individual and common good of all.

Behavior which will be considered as violation of business practices includes:

- Violation of any criminal law
- Disorderly conduct on duty
- Acts which interfere with the proper performance of Company business.
- Drinking or possession of alcoholic beverages or drugs while on Company property – this includes reporting to work while under the influence of drink or drugs.
- Dishonesty within the organization
- Negligence
- Absenteeism or lateness
- Any action by an employee or group of employees in breach of the Company Agreement.
- Unsatisfactory work, including interference with the work of others
- Insubordination (including failure or refusal to perform work assigned)
- Any act of physical violence
- Being in possession of arms as defined by law
- Misuse/abuse of computer systems or software
- Violation of business practices is not limited to the above. Any improper or unethical conduct / behavior can be viewed as a serious breach.

6.5 Confidentiality

During employment with MiraFra, employees might be entrusted with confidential information or proprietary business materials not known to competitors and third parties.

The protection of this information is essential to the maintenance of the Company's legal responsibility to protect privacy rights as well as its competitive position.

Because of the nature of our industry, all employees are required to sign a standard employee agreement covering patents, disclosure of proprietary information, and so on at the time of joining. The obligations contained in this Agreement continue throughout your employment and after you leave.

We expect you to exercise good judgment and to use your technical skills and the access you have been granted only to the extent necessary for your job.

You should not access accounts or systems, which you are not authorized to enter nor should you aid others in doing so.

We expect you not to share proprietary information with anyone if that person is not entitled to know. This includes your spouse, other family members, and friends.

The protection of this information is essential to the maintenance of the Company's legal responsibility to protect privacy rights as well as its competitive position.

6.6 Attendance and Punctuality

The Company expects that every employee should be regular and punctual in attendance. This means being in the office or at the client place, ready to work, at their starting time each day.

Absenteeism and tardiness places a burden on other members and on the Company.

If you are unable to report for work for any reason, notify your Manager or the Human Resources Department before regular starting time. You are responsible for speaking directly with your manager about your absence.

6.7 Visitors Policy

Visitors need to register in the visitor's book and wear badges if they enter the restricted area of the office. MiraFra employee must escort visitors at all times.

If you see an unescorted visitor, escort them to the right person or walk them back to the reception.

Non official visitors including friends and ex-employees must be met at the reception and not brought into the work area. Family members may be brought in for a brief period, if required. However, if a family member works in a competitor organization, we recommend that you meet the person at the reception.

It is recommended that the employees working at client location, should meet the visitors at the reception, while taking an additional caution that there shouldn't be any objection from the client about any such visitor's visit.

6.8 Disciplinary Procedure

It is recognized that minor disciplinary problems may arise from time to time. These can usually be resolved informally by positive coaching and advice by the employee's Manager and are normally outside the scope of this procedure.

A more serious situation arises when a Manager is dissatisfied with the conduct, activities or performance of an employee.

Any disciplinary matter will be dealt with in three stages. They are:

- First official warning (verbal but recorded)
- Second official warning (written)
- Notice of dismissal

In the extreme circumstances of gross misconduct (e.g. theft, falsification of personal / Official records), an employee will be suspended pending a full investigation of the matter(s). If, after investigation, the case is proven then the employee's employment will be terminated without previous warning.

At each stage of the disciplinary procedure, an employee will be advised that he/she has the right to appeal against any disciplinary action and that the appeal must be made in writing to the Human Resources Department within five days of a disciplinary interview. The appeal will be heard as soon as possible. The procedure will be informal and the employee may be accompanied by a colleague.

Depending on the seriousness of the matter, an employee may be suspended without pay at the written warning stage of the above procedure.

6.9 Prevention of Harassment

MiraFra is committed to providing a work environment that is free of discrimination and unlawful harassment. Harassment of any sort - actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, caste, religion, language, physical, and/or visual or any other legally protected characteristic will not be tolerated.

6.9.1 What is harassment?

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statement, pranks, intimidation, physical assaults or contact, or violence.

Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing.

Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint.

6.9.2 What is sexual harassment?

Sexual harassment is a violation as per Indian law and it is against the policies of the Company for any employee, male or female, to sexually harass another employee by:

- Physical contact and advances;
- A demand or request for sexual favors;
- Sexually colored remarks;
- Showing or distribution of the pornography material;
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

When such behavior or conduct creates an offensive, hostile and intimidating working environment and prevents an individual from effectively performing the duties of his/her position.

It also encompasses such conduct when it is made a term or condition of employment or compensation, either implicitly or explicitly and when an employment decision is based on an individual's acceptance or rejection of such conduct.

It is important to note that sexual harassment crosses age and gender boundaries and cannot be stereotyped. Among other perceived unconventional situations, sexual harassment may even involve two women or two men.

Generally, two categories of sexual harassment exist:

- The first, "quid pro quo," may be defined as an exchange of sexual favors for improvement in working conditions and/or compensation.
- The second category, "hostile, intimidating, offensive working environment," can be described as a situation in which unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature are made; and when such conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment includes, but is not limited to, pictures, cartoons, symbols, or apparatus found to be offensive and which exist in the workspace of an employee.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. Harassment may be overt or subtle. Some behavior that is appropriate in a social setting may not be appropriate in the workplace. It refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with our work effectiveness.

MiraFra will investigate any complaint of sexual harassment and will take immediate and appropriate disciplinary action if sexual harassment is found within the workplace.

6.9.3 Responsibility

All employees have a responsibility for keeping the work environment free of harassment.

Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate manager or the designated management representative with whom they feel comfortable.

When management becomes aware of the existence of harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the Company to do so.

It is important that all employees feel free to come forward with complaints or concerns regarding inappropriate conduct.

Retaliation against any employee for making a complaint or for providing information concerning a complaint is not tolerated.

6.9.4 Reporting Process

Any employee who believes he or she has been the subject of harassment should report the alleged act immediately to his or her manager or the HR Department.

All complaints will be handled in a timely and confidential manner. Information concerning a complaint be not be released by the Company to third parties or to anyone within the Company who is not involved with the investigation. The purpose of this provision is to protect the confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of harassment, and to protect the reputation of any employee wrongfully charged with harassment.

If any female employee is not comfortable sharing the details of complaint to her manager/HR personal; she could request to the management to appoint a senior management designate (female) for her comfort. The management will do so, in order to give a comfort to the female employee.

Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. Employees shall be guaranteed an impartial and fair hearing. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation. There is also a presumption of innocence until proven guilty.

If the investigation reveals that the complaint is valid, prompt attention and disciplinary action designed to stop the harassment immediately and to prevent its recurrence will be taken.

Given the nature of harassment, the Company recognizes also that false accusations can have serious effects on innocent individuals. Intentional false accusations will result in disciplinary action up to, and including termination, as appropriate. We trust that all employees of MiraFra Software Technologies Pvt. Ltd. will continue to act responsibly to establish and maintain a pleasant working environment, free from discrimination, for all. The Company encourages any employee to raise questions he or she may have regarding discrimination with your manager or the HR Department.

No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

MiraFra accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences.

MiraFra, at its discretion, may or may not own any liability to provide the legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

6.10 Whistle Blower Policy

Your conduct can reinforce an ethical atmosphere and positively influence the conduct of your fellow Employees. If you are powerless to stop suspected misconduct or discover it after it has occurred, you must report it to the appropriate level of management at your location. You are expected to report any illegal or unethical act regarding financial matters, violation of the company's ethics, values and prescribed code of conduct.

Your calls, and/or emails will be dealt with confidentially, although there may be a point where your identity may become known or have to be revealed in the course of an investigation or to take corrective action. You have the commitment of MiraFra Software Technologies Pvt Ltd. that you will be protected from retaliation for good faith actions by you. Any employee who attempts to or encourages others to retaliate against an individual who has reported a violation will be subject to disciplinary action.

7 COMPENSATION

7.1 Compensation Philosophy

MiraFra strives to provide competitive compensation packages that will simultaneously motivate and reward employees for excellence in performance.

While a package is uniquely designed to meet the needs of each individual employee, we follow a common compensation philosophy based on performance criteria, market standards, and peer compensation levels.

The salient features of MiraFra's philosophy on compensation are:

- An individual's salary compensation is determined by considering that individual's performance, the range for that job and the pay of peers.
- We reward each employee according to his/her level of performance and contribution to the Company.
- At MiraFra, Compensation will be reviewed after a regular interval of ONE year.
- The compensation structure will comply with all relevant laws and regulations. The Company will not accommodate any clauses, which are not as per local government rules.
- MiraFra's compensation is regularly benchmarked against industry peers and competitors in every country the Company operates in order to maintain the best practices and compliance with local regulations.

The Company will be guided by independently consulted Legal and Tax advisories on all issues relating to the deduction of tax at source. MiraFra will ensure that the appropriate legal dues are deducted from all employees.

However, employees are requested to comply with the required documentation procedures to ensure that all deductions are accurate. Compensation is an agreement between the organization and the employee. **This is to be treated as completely confidential.** Employees are expected not to discuss their compensation structure with outsiders or colleagues.

7.2 Definitions for Acronyms used

1. **Gross Salary** = Sum of all the Fixed salary components (Basic Salary, HRA, LTA, Medical Allowance, Special Allowance, Travel Allowance, Employer's Contribution to PF, Food Allowance, Gym Allowance, Mobile Bill Reimbursement Allowance, Broadband Bill Reimbursement Allowance, Technical Books purchase allowance)
2. **Benefits linked with Gross Salary** = Sum of all the benefits paid to the employee along with the monthly salary as a reimbursement allowance.
3. **Benefits** = Group of the benefits like Mediclaim Insurance, Gratuity, Leave Encashment

Cost to the Company (CTC) = Gross Salary + Benefits linked with Gross Salary + Mediclaim Insurance premium contribution (for self, spouse, 2 children) + Gratuity.

The compensation structure highlights what are the various components of an individual's salary package. At MiraFra, we ensure that the package suits your needs as best as possible.

The compensation structure can be divided into Three major sections:

- **Gross Salary**
- **Benefits linked with Gross Salary**
- **Incentives/ Benefits over and above CTC**

7.2.1 Gross Salary

7.2.1.1 Basic Pay

This constitutes 40% of the employee's gross salary. Basic pay is fully taxable.

7.2.1.2 House Rent Allowance (HRA)

■ Eligibility

All the employees are eligible for the House Rent Allowance.

■ Features

- ✓ This amount is calculated at 40% of the employee's Basic Pay.
- ✓ The employees are eligible for the tax exemption on HRA, subject to condition on submission of the rental agreement and rental receipts as a proof of rent payment.
- ✓ Subject to Government Rules, the tax computation will be done on HRA.

7.2.1.3 Medical Allowance: As per Government Regulations of I-T Act

7.2.1.4 Leave Travel Allowance (LTA)

■ Eligibility

All employees are entitled to LTA for INR 50,000 annually. LTA is a part of your salary compensation.

■ Features

- LTA – Leave Travel Allowance is given to the employees, so that they could travel to any place in India with their dependent family and thus spend some quality time with them.
- As per the income tax rules, an employee can avail tax exemption on LTA for the travel from “One Source to One Destination and Return” within the limits Constitution of India, subject to condition that he/her has to accompany the family during this travel.
- The employee can choose any mode of travel, but needs to submit the original tickets, boarding pass (if availed for flight tickets).
- LTA can be claimed twice in a block of 4 years. The current block of 4 years is from 1st January 2018 ~ 31st December 2021 and next would be 1st January 2022~ 31st December 2025.
- As per current Income Tax rules this amount is tax free twice in a block of four years, based on the submission of the relevant receipts and bills.
- LTA amount is paid to the employee on monthly basis along with salary.
- If an employee does not claim for LTA in a calendar year, then the LTA amount earned during that calendar year, will incur the income tax as per the income tax rules.
- LTA can be availed only on Earned Leave and not when one is on Loss of Pay or any other leave.
- The travel period must correspond to a minimum of two days leave taken by the employee to enable claiming of tax-exemption for LTA.
- Employees will be required to submit their LTA reimbursement forms within 15 days after their conclusion of travel, detailing the expenses and submitting the required original documentation such as train/air tickets. Please note that a certification of expenses is not considered adequate by tax authorities.

7.2.1.5 Special Allowance:

Special Allowance is a balancing figure of the salary break up and is 100% taxable.

7.2.1.6 Conveyance: As per Government Regulations of I-T Act

7.2.1.7 Gym Allowance

- Gym Allowance is a component of your salary package.
- Each employee is eligible for Gym Allowance of INR 18,000 annually.
- This amount is 100% tax exempted, subject to condition that the employees submit the gym subscription receipts to the finance department.
- The eligibility for availing the tax exemption on this allowance:
 - The gym subscription should be on the name of employee and needs to be based out in the same location where the employee resides.
 - Employee needs to fill in “gym allowance” form and submit it to the finance department along with the supporting receipts.

7.2.1.8 Food Allowance

- Food Allowance is a component of your salary package. Not applicable for Support Staff.

- Each Employee based on Tax bracket, will be eligible for the food allowance of INR 39,600 annually; so that he/she could utilize the same for managing the food at work.
- This component is 100% tax exempted.

7.2.1.9 Employer's Contribution to Provident Fund (PF)

■ Eligibility

All employees are eligible to be members of the Company's Provident Fund Scheme.

■ Features

All members of the PF Scheme contribute annually INR 9360. The Company also makes an equal contribution. The Employer's contribution is accounted as a component of your gross salary package.

The PF scheme is governed by the Government PF Act

Employees are required to fill up the Declaration and Nomination forms for PF on joining the Company. Those employees who were members of a PF Scheme before joining, can choose transfer their money to the Company PF Scheme by filling up Form 13.

Given that MiraFra has no control over the PF transfer process, it accepts limited responsibility in facilitating the same as mentioned below:

1. MiraFra will forward completed Form-13 to the former employer of an employee.
2. Up on receiving the authenticated form-13 from the former employer, MiraFra will forward the same to the PF Commissioner's office for further process.
3. MiraFra will promptly convey any information received from PF Commissioner's office to the concerned employee.

On resignation, the employee has to indicate whether they would like to withdraw their PF or transfer it to the new employer. The requisite forms will have to be filled up as part of the Full and Final Settlement.

For any further clarification on the above, contact the Finance/Administration Department.

7.2.2 Bonus

7.2.2.1 Key Contributor Bonus:

Definition:

Key Contributor Bonus is defined as the bonus amount awarded ONLY to those employees who display exceptional performance consistently.

Tax Liability:

The tax liability of the key contributor bonus will be borne by the employee.

Clause of Re-payment:

In an outside possibility, if an employee quits the company within ONE year of receiving this Key Contributor Bonus, he/she will have to repay back the entire amount back to the company.

Impact of Key Contributor Bonus on next salary appraisal:

Key Contributor Bonus earned by an employee during the current year, will be added to the current CTC and this total sum of (Key Contributor Bonus + Current CTC) will be considered as the "Effective CTC" for the next year's salary appraisal.

7.2.2.2 Retention Bonus:**Definition:**

Retention Bonus is defined as the bonus amount paid to the new joiners for retaining them for a longer tenure in the company. The decision of paying Retention Bonus to any new joiner, is at company's discretion.

Tax Liability:

The tax liability of the retention bonus will be borne by the employee.

Clause of Re-payment:

In an outside possibility, if an employee tender resignation or notice for any reason within ONE year from the date of joining, he/she will have to repay back the entire amount (if paid) or no Retention Bonus will be paid.

Impact of Retention Bonus on next salary appraisal:

Retention Bonus earned by an employee during the current year, will be added to the current CTC and this total sum of (Retention Bonus + Current CTC) will be considered as the "Effective CTC" for the next year's salary appraisal.

7.2.2.3 Relocation Bonus:**Definition:**

Relocation Bonus is an amount paid to those outstationed candidates/employees, who will join MiraFra. MiraFra Management, at its discretion, may decide to pay the relocation bonus to the new joiner. Hence paying relocation bonus to every new outstationed candidate is NOT mandatory for MiraFra.

Relocation Claim

The new joiner who has been allotted the relocation bonus, needs to avail relocation benefit and submit the relevant bills against the relocation bonus to the Company's finance department within three (03) months from the date of joining the Company or else the claim would not be processed for the payment.

Clause of Re-payment:

In an outside possibility, if an employee resigns or get terminated within ONE year from the date of joining the Company, he/she will have to repay the entire amount back to the company.

7.2.3 Same conditions will be applicable for Joining Bonus for Re-payment as per 7.2.2.3

7.2.2.4 One Time/Special Bonus Definition:

One Time Bonus/Special Bonus is defined as the bonus amount paid to the new joiners/employee as only one time (noncontinuous) payment that can be in one go or in instalments. The decision of paying One Time Bonus to any new joiner/employee, is at company's discretion and it will not be part of considered for future CTC/salary revision.

Clause of Re-payment:

In an outside possibility, if an employee quits the company within ONE year of receiving this One Time Bonus, he/she will have to repay the entire amount back to the company.

The tax liability will be borne by the employee.

7.2.4 Benefits linked with Gross Salary

7.2.4.1 Travel Allowance As per Government Regulations under I-T Act

7.2.4.2 Mobile Bill Reimbursement Allowance

- Mobile Bill Reimbursement Allowance is a component of your salary package.
- Each employee is eligible for Mobile Reimbursement Allowance of INR 12,000 annually.
- This amount is 100% tax exempted, subject to condition that the employees submit their copy of monthly mobile bills to the finance department.
- The eligibility for availing the tax exemption on this allowance:
 - The mobile connection should be on the name of employee and needs to be based out in the same location where the employee resides.
 - The mobile connection should be postpaid only. Prepaid connection will not be considered, due to unavailability of the bills.
- Employee needs to fill in the Mobile Reimbursement Allowance form and submit it to the finance department along with the mobile bill.

7.2.4.3 Broadband Bill Reimbursement Allowance

- Broadband Bill Reimbursement Allowance is a component of your salary package.
- Each employee is eligible for Broadband Reimbursement Allowance of INR 12,000 annually.
- This amount is 100% tax exempted, subject to condition that the employees submit their copy of monthly broadband bills to the finance department.
- The eligibility for availing the tax exemption on this allowance:
 - The broadband connection should be on the name of employee and needs to be based out in the same location where the employee resides.
 - Employee needs to fill in the Broadband Reimbursement Allowance form and submit it to the finance department along with the broadband services monthly bill.

7.2.4.4 Technical Books Purchase Allowance

- This allowance is a component of your salary package.
- Each Employee will be eligible for this allowance of INR 12,000 annually; so that he/she could purchase the technical books for their professional development which is aligned with their work profile.
- Based on the submission of the book purchase receipts along with the duly filled in form, this allowance will be 100% tax exempted.

7.2.5 Benefits over and above CTC

7.2.5.1 Group Medical Insurance .

All the employees will be covered under the “Group Medical Insurance Policy”.

The Group Medical Insurance Policy at MiraFra is a Family Floater Policy, with an annual coverage limit of INR 4,00,000 (Rupees Four Lakhs).

The family shall comprise of the insured employee, his/her legally wedded spouse, first 2 living dependent children up to age of 21 years and dependent parents only.

On the date of joining, the employee needs to submit the photographs and date of birth details of him/her and dependents to the HR Department.

Employee shall get to know the insurance policy number after 10 days from the date of joining and will receive the insurance cards after 90 days from the date of joining.

The employees who wish to cover their parents under this policy, are required to contribute 50% of annual premium for each of the 2 parents based on the age band, as mentioned in the below chart:

Age Band(Yrs.)	Annual Contribution by an employee per parent inclusion
Less than 55	INR 6000
56-70	INR 8500
71-75	INR 11250
More than 75	INR 14250

The amount contributed by an employee for the parental insurance will be tax exempted as per income tax rules.

Note:

- 1) *Mid-term inclusion of parents in already existing (spouse and kids) health insurance policy will not be done.*
- 2) *For current details on the scheme kindly contact Administration Department.*

7.2.5.2 Gratuity

■ Eligibility

All employees are eligible to be members of the Gratuity Scheme.

■ Features

- Subject to applicable law, Employees are eligible for Gratuity only after completion of 5 years of continuous service with us.
- Employee receives Gratuity only in the case of separation from employment and as per the Gratuity Scheme.
- For further details, please contact HR/Finance department.

7.3 Notice Period Reimbursement

Notice Period Reimbursement is an amount paid to those candidates, who will join MiraFra after “buying out” of the entire or partial notice period at their ex - employer services.

This reimbursement will only be done at the actuals up to agreed amount, based on the submission of the relevant proofs (within 2 months of joining) against the “notice period buy out” done by the employee to the ex-employer. There will be no tax liability on the employee for this reimbursement amount.

In an outside possibility of the employee leaving MiraFra within One year from the receipt of the Notice Period Reimbursement, he/she will have to pay back the entire amount to the company.

This policy is effective from 1st March 2011.

7.4 Payroll

7.4.1 Payment Practices

Due Salary disbursement will happen as per the prevailing Payment of Wages Act and Code on Wages, which is before the expiry of the seventh day of the succeeding Month.

The Salary will be electronically deposited into the employee's bank account for those who have opened the salary account with MiraFra.

For others the salary will be disbursed through the cheque payments.

As a part of paper reduction policy, pay slips are issued on request basis only. However, those who need on regular basis, please send an email to Finance Department so that we can send them on monthly basis.

For any further clarification on the above, contact the Finance Department.

7.4.2 Deductions in Pay

MiraFra is required by law to make certain deductions from employee pay. Among these are income taxes, professional tax and employee contribution to PF as required by the existing income tax and other laws in operation.

Please note that employer's contribution to PF is a part of CTC.

The Accounts Department will make statutory deductions as per the current law from employees' salaries. These deductions will be itemized on the employee's pay slip.

In case the employee has used any tax saving provisions of the law, he/she will need to inform the Human Resources Department on or before the 20th of every month.

For any further clarification on the above, contact the Human Resources Department.

7.4.3 Reimbursement Process

This is in regard to the reimbursement of bills made to the Employees:

- The salary part reimbursements would be paid in between 7th to 10th day of Every Month.
- The other reimbursements would be paid in between 14th to 18th day of Every Month.
- Employees are expected to submit the bills/reimbursement forms between 15th to 22nd day of the Previous Month, so as to enable the finance to payout the reimbursements as per above schedule.
- Any bills/reimbursement forms submitted after 22nd day, the reimbursements will be done in next month's reimbursement cycle.
- All the reimbursement must be claimed within one month from the date of expenditure.

7.4.4 Errors in Pay

Every effort is made to avoid errors in an employee's pay cheque. If an employee believes an error has been made, he/she must inform the Human Resources Department at the earliest.

The Human Resources team will coordinate with Payroll team to take the necessary steps to research the problem and to ensure that any necessary correction is made properly and promptly.

For any further clarification on the above, contact the Human Resources/Finance Department.

8 Employee Referral Bonus Program

We take great pride in hiring talented, dedicated and hard-working engineers. We also place a high value on personal recommendation.

The Company has established the Employee Referral Bonus Program to reward employees for successful candidate placements throughout the Company's divisions.

The idea behind the referral program is to encourage our employees to bring in other like-minded people who share our vision of workplace values and culture and will be good additions to MiraFra Technologies.

Kindly refer Twiki portal for detail Program

<https://apps.miraFra.com/twiki/bin/view/Main/EmployeeReferralBonusProgram>

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9 Leave Policy

At MiraFra, we strongly believe that all members need to plan for and avail their leave as this is the time that can be used to be with family and friends, pursue hobbies and individual interests, and above all to relax and renew oneself.

Effective date of this Leave Policy : 1st January 2014.

9.1 Leave Application Process:

- Automated Leave Application System (SPP EIP) is effective from 2nd Jul 2013 (renewed 7/3/2023)
For accessing <https://eip.miraFra.com/payroll> (Mobile app is also available).
- The guidelines for using the automated leave application system are available on Twiki page SPPEIP Employee User Guide
<https://apps.miraFra.com/twiki/bin/view/Main/SPPEIPEmployeeUserGuide>
- Till then employees are expected to follow the same process which is currently in continuation.

9.2 Types of Leave

9.2.1 Earned Leave (EL):

Leave period is the calendar year (January to December).

Employees are entitled to **13 (Thirteen) days** of Earned Leaves i.e. 1 (one) day for each 20 days worked performed. For new joiners EL is calculated on a prorated basis.

Employees who join MiraFra during:

- 1st to 10th day of Month – eligible for 1 day EL for that month.
- 11th to 20th day of Month – eligible for ½ day EL for that month
- 21st to 30th /31st day of Month – not eligible for any EL for that month

The allocation of Earned Leave shall happen on the 1st day of the immediate next month for the previous month worked.

Employees whose last working at MiraFra will be on:

- 1st to 10th day of Month – not eligible for any EL for that month
- 11th to 20th day of Month – eligible for ½ day EL for that month
- 21st to 30th/31st day of Month – eligible for 1 day EL for that month

Maximum earned leave accumulation allowable will be 30 days. Any number of EL accumulated in excess of 30 days will lapse at the end of the calendar year (December 31st)/while leaving Mirara.

Note: There is no provision of advance EL or negative EL balance. In case of any unavoidable circumstances, if an employee wish to avail ELs in excess of available balance, then such leaves will be needed prior approval from the Management and will be considered as Loss of Pay.

9.2.1.1 Leave Encashment

Due to critical/continuous assignment at client projects, Employee may not avail leaves to support client requirements and hence such Employee may request for Earned Leaves encashment accrued during project/client engagement. Employee has two options (i) carry forward balance of EL every year (maximum carry forward at any given point will be 30 days of EL) OR (ii) Employee may apply for balance of EL (if any) encashment twice during the calendar year i.e. in the month of February for EL balance up to December of previous year and/or in the month of August for EL balance up to June of the same year.

- For such Leave Encashment request, encashment will be done on "Basic Salary of June month for August request and Basic Salary of December month for February request". You may send request to HR.
- For further details, please contact HR/Finance department.

On separation, excess Earned Leave availed, if any, will be recovered from the final settlement.

9.2.2 Casual Leave (CL)

Leave period is the calendar year (January to December).

Employees are entitled to **06 (six)** days of Casual Leave.

Casual Leaves are credited in advance at the beginning of the year i.e. 1st January and for new joiners CLs are credited at the time of joining on prorated basis.

Casual Leaves can be combined with any other type of leaves.

Employees who join MiraFra during 1st to 15th day of any month shall be entitled for the allotted CL (Half day) for that month, whereas those who join MiraFra during 16th to last calendar day of that month shall not be entitled for any CL for that month. The allocation of the leaves will happen at the time of joining on prorated basis and will be recovered accordingly if taken in excess. Excess CLs are subject to Loss of Pay.

Employees will not be able to carry forward the remaining Casual Leaves to the next year. All the unavailed Casual Leaves will lapse on 31st December of each year.

Casual Leaves cannot be encashed under any situation.

9.2.3 Sick Leave (SL)

An employee who is unwell may avail sick leave with the approval of the Manager. Employees are entitled to **06 (six)** days of Sick Leave per year.

Sick Leaves are credited in advance at the beginning of the year i.e. 1st January and for new joiners, SL are credited at the time of joining on prorated basis.

Unavailed Sick Leaves will lapse at the end of the year.

Sick Leave in excess of **three consecutive days** (72 hours) requires a certificate from a Registered Medical Practitioner.

The employee is required to submit the leave application whenever Sick Leave is availed.

This leave works on a Honour system and hence should not be misused.

Sick Leave cannot be en-cashed under any situation.

If an employee is required to extend the sick leave beyond the eligibility at the time of applying leave, he/she will have to first utilize both Earned Leave and Casual Leave balance. Beyond this, employees will be subjected to Loss of Pay.

Advance sick leave may be granted to a maximum of 06 days (one year's eligibility) based on the conditions below :

- Employees availing such leave are required to submit a medical certificate with the complete description of the nature of illness.
- Under exceptional medical exigencies only (which need to be reviewed by the management) advance leave may be sanctioned.
- This may be sanctioned only when all other forms of leave are exhausted.
- On separation, excess SL availed, if any, will be recovered from the final settlement.

9.2.4 Maternity Leave

As per Section 5(2) of Maternity Benefit Act 1961, to avail the maternity benefit, the female employee has to actually work for 80 days in the twelve months immediately preceding the date of her expected delivery.

Maternity leave will be in accordance with the Maternity Benefit Act.

Leave availed in order to extend the duration will be on leave without pay. For this employee needs to take the management's approval. This is not a mandatory obligation, but to be approved on a case-to-case basis.

However, such leave will be as per guidelines set out below:

- Employees availing of such leave are required to submit a medical certificate.
- Maternity leave entitlement will be for a maximum of two childbirths.

Note: For current eligibility, please contact Human Resource Department

9.2.5 Paternity Leave

Married male employees will be entitled to 7 calendar days (in continuation) of Paternity Leave for the birth of child/children up to first 2 deliveries.

The timing of this leave should coincide with the birth of the child, and must be taken at one stretch.

Paternity Leave entitlement will be for a maximum of two childbirths and will be entitled only after actually working for 160 days from the date of joining.

9.2.6 Compensatory time off:

Employees required to work during weekends, or on a holiday may take leave in lieu of that day, any time in the following 3 calendar months.

This will be done at the discretion of the Manager. This cannot be clubbed with any other leave.

9.2.7 Bereavement Leave

Employees are provided with a maximum of 5 working days of paid bereavement leave per year. This would be applicable for a loss of immediate Family member (spouse, Child / Children) including Parents / Parent In - laws / Siblings and this does not include any other relation.

10 Travel Policy

The Company will reimburse an employee for all reasonable authorized business expenses incurred in the conduct of Company business. The definition of “reasonable” will differ from business situation to business situation. Therefore, it is the responsibility of the employee to use **"sound judgment"** when disbursing Company funds, which is defined **as a "conservative" and "reasonable" use of Company funds.**

This policy is not for the employees who have been deputed to client locaiton, but it is applicable for all business travel.

For detailed policy guidelines refere [Business Travel Guidelines](#) on Twiki

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11 Employment Guidelines for “Onsite Employees”

Based on Business requirements, the company will offer “Onsite Opportunities” to the employees for short term or long term assignment.

Employees will have to follow the guidelines specific to the establishment/country based on the status of visit/employment.

E.g. Employee joining Miraфра Inc at USA will have to follow Miraфра Inc policies and guidelines.

12 Key Contact Details

NAME	FUNCTION	EMAIL
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C H Ramesh	Admin, Bio-metric, ID Card Insurance	chramesh@mirafra.com insurance@mirafra.com 080-30089715
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Mabin Jacob Chacko	Recruitment-SWE	mabinchacko@mirafra.com 080-30089711
Ridhima D	Recruitment-HWE	ridhima@mirafra.com 080-30089712

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13 Acknowledgement of Receipt

I have received a copy of the attached Employee Handbook (the “Handbook”) of Miraфра Software Technologies Pvt. Ltd. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in this Handbook and that I will be governed and bounded by the Company's policies and will be expected to adhere to any changes made by the Company in the practices and policies and implemented form time to time.

For the updated copy of this document (if published), HR should be contacted. If there is any conflict, the content in the updated document will be considered as final.

Employee's Signature

Employee's Name

Date: _____