

Annexure II

RULES & REGULATIONS OF SERVICE AND CONDUCT APPLICABLE IN RBEI

Dear Associate,

Please note the Rules & Regulations ('Regulations') applicable in respect of your employment with Robert Bosch Engineering Solutions Private Limited ('RBEI' or 'Company') are as hereunder: These rules and regulations of service and conduct are subject to amendments by way of notification by the management of the Company ('Management') at their discretion and shall be binding on all Employees on the rolls of the Company whenever such amendment takes place with immediate effect.

Violation of any of these Regulations or engaging in any unlawful activity may invite disciplinary proceedings including loss of pay, termination of services at the sole discretion of Management.

I RULES & REGULATIONS OF SERVICES

1. Working Hours, Holidays and Leaves

You will be governed by the company policy on working hours and holidays as applicable to your category and location of posting. You may also be required to work in shifts including night shifts to support the business requirement as and when required or to support business exigencies.

The normal working hours of day shift are from 9:00 am to 6:00 pm, from Monday to Friday every week. The Company at the start of every year releases list of paid holidays for the year.

Refer the leave policy for the details of your entitlement of the leave benefits of Earned Leave and General leave.

2. Attendance

You are required to mark your attendance daily. Non marking of attendance shall be treated as unpaid leave, unless it is regularized by following the procedure as specified.

- a) You are expected to be available in the office premises during the required hours or as intimated by the manager / department.
- b) In case you are "working from home", the guidelines for this process will be binding on you.
- c) You shall follow the working hours and system for recording attendance as specified by the Management as prescribed from time to time.
- d) You shall not absent himself without prior permission as per proper leave procedure and shall furnish valid reasons for such absence. The company reserves the right to reject the application for leave in case of any emergency. You can apply for regularization of leave,

however the company shall have the right to reject such application if it is found that such reason for regularization is not genuine or that it was possible to take permission prior to absenting.

- e) You shall conduct yourself in such a manner to set an example to others especially those who report to you or colleagues working with you.

3. Basic Salary and Other Allowances, increments and Promotions

Salary is paid to associates on a monthly basis within the timelines specified by law.

The salary, allowances and entitlements are subject to changes at the discretion of the Company. Changes in your salary, level shall be notified to you. Payment of salary shall be adjusted for unpaid leaves and shall be subject to all statutory deductions.

Salary increments and promotions will be based on the company prevailing Compensation and Promotion policy.

- a) You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, the company frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions and other corporate actions. If any such action relates to your role / position, you agree to cooperate with the company and take any necessary steps to ensure a smooth transition
- b) The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times
- c) You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of the company
- d) Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- e) Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with the company.

4. Unauthorized absences from work

In case of any of the following situations, it shall be deemed that you have abandoned the services of the Company, which shall be treated as resignation by you without notice leading to termination of your services.

- 1) Unauthorized leave for more than seven (7) days
- 2) During transfers / deputation within India or outside India not reporting service on the date and at the location as specified by the Company

3) Medically unfit to resume work beyond the granted leaves

In any of the above and such similar events you shall be liable to refund the salary in lieu of shortfall in notice period and other dues, assets payable to the company, as specified.

5. Travel Policy

You will be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Company policy applicable to you.

6. Search

Employees may be frisked on their person/vehicles by the security officers at the time of their entry/exit or while in the premises. Employees shall co-operate with the security officers.

All employees are liable to be searched by the Security Staff or by any other authorized person at the main entrance of the Establishment and at any other gate or any part of the Establishment' premises at any time.

The Management has the right to search employees as and when they so decide and at such times, you shall freely allow themselves as well as their vehicles to be searched.

7. Identity Card

You will be provided with a photo identity card which shall be required to enter the Company's premises and is required to be displayed while being inside the premises of the Company.

Identity cards are personal to the employees and are not to be handed over to anyone else. Identity cards are also used for marking presence/ attendance. Incase if any other person enter the premises, unauthorized, you shall be liable for all the consequences including termination of services.

In case of loss of Identity Card, employee shall report the same forthwith to the Company and obtain another card on payment of such charges may be specified.

8. Misconduct

Associates are expected to treat other associates and conduct themselves with dignity.

Without being exhaustive, the acts of Misconduct shall include but not be limited to insubordination, non-performance of assigned duties and responsibilities, theft, fraud, dishonesty, habitual absence, neglect of work, misappropriation of company funds / property, tampering of Company records, habitual indebtedness, drunkenness, disorderly behavior, acts subversive of discipline, conduct detrimental to the interest of the company, sexual harassment, work place harassment, breach of (a) rules and regulations of service and conduct (b) terms and conditions of the employment offer letter and or (c) Bosch code of conduct .

If at any time, you are found to be guilty of any misconduct, the Management may impose the following disciplinary actions as deemed appropriate:

- Suspension for a period not exceeding 15 working days and or
- Withhold increment and/or reduce the consolidated salary or
- Dismissal from services, without any notice or compensation in lieu of notice and in such a case, the services you shall come to an end and stand terminated with effect from the date of dismissal.

The company shall have the right to impose any other punishment as deemed fit which would be proportionate to the misconduct committed.

9. Retirement Age:

Employee shall retire from services of the Company on the last working day of the month in which he/she attains the age of 58 years with an option to retire at 55 years, basis mutual discussion and subject to company retirement policy. However, you may be retired at any stage before Fifty Eight Years during your services in the establishment if you are unable to continue in service satisfactorily due to any form of physical or mental infirmity or are not able to perform given work. Age of 58 years will be determined as per the age/date of birth recorded in the company's records. Employee shall not be allowed to seek for modification of date of birth under any circumstances once the same is entered in the service records after appointment.

10. Illicit gain, bribery etc.

You shall not:

- a) Promise or grant to the business partner any advantage in return of any favor or preferential treatment for the placing of orders or supply of goods and services to the Company.
- b) Demand, accept the promise of or accept an advantage for himself, his family or third party including any preferential allotment of shares and securities of the business partner or its associate in return for preferential treatment to the business partner for placing of orders or supply of goods and services to the Company.

11. Relation with suppliers and customers, consultants, agents etc.

Suppliers and customers shall be selected on competitive basis following the comparison of price, quality, performance and suitability of the products or services offered and shall be treated in a just and fair manner. Commissions and credits to representatives, consultants, agents, authorized dealers etc. must be reasonable and justified related to the services rendered by them.

No supplementary agreement shall be entered into for favoring person in connection with the negotiation, award, supply, processing and payment of orders. Employees who indulge in any corrupt behavior or allow themselves to be influenced by customers or suppliers to any corrupt behavior will render themselves liable for disciplinary action or even termination of employment without notice.

12. Non-divulgence of Trade Secrets, etc.

a) Confidentiality

You shall observe confidentiality in respect of all confidential information received orally, in writing or otherwise by the company including from all stakeholders (e.g. customers, suppliers, service providers etc.). You shall use confidential information only for the purpose of discharging his duties and functions in relation to the company's business. You shall ensure that confidential data is handled as per Company procedures (e.g. encryption, access protected, etc.).

You shall also maintain confidentiality of the information as described herein after he ceases to be in employment and shall not divulge, disclose or impart to any person / organization / employees who are not required to receive such information for discharging their duties, any trade secret, confidential data, proprietary information received from customers or any information concerning the business / finances of the Company or any dealings, transactions of affairs of the Company which come to his knowledge during or in the course of his employment.

Employee, during severance of services from the Company, is not authorized to carry any data, information of the Company. Employee shall not transfer, copy any data, information about the business of the Company in any personal device. During the severance process, Employees are expected to handover all the data, information about the Company in their possession to their supervisor without deleting or destroying any part of it.

b) Employees are restricted from copying or removing any confidential / proprietary information of the company or received from customers outside the company premises without prior permission from the Department Head.

13. Use of Bosch Assets & Information Systems

Every employee shall use Bosch assets and other IT - equipment for official business purposes of the Company only.

Bosch Information systems are made available to the employee as a Bosch resource.

You shall

- a) Use Bosch Information Systems (e.g. Information Technology and Communication hardware, software, data, E-mail, internet, intranet services etc.) for business purposes only
- b) Secure Bosch provided Laptops and any other mobile IT-end devices against loss or theft
- c) Not connect personal mobile or IT-end devices (e.g. Memory sticks, smart phones, cameras, Tablets etc.) to Bosch systems - not even for power charging (even if the USB port is disabled)
- d) Not access, download, upload, store, send, forward, distribute, post:
 - 1) Content of pornographic or unprofessional nature, which promotes crime, violence, discrimination or racism which could offend, humiliate or intimidate
 - 2) Information, unauthorized software, freeware or contents that do not promote the company's interests and objectives

- 3) Non-Bosch-relevant information such as music and videos (storage of such contents on servers and end devices is forbidden)
- 4) Company information on any website including social media (e.g. Facebook, Twitter, Whatsapp etc.) without appropriate authorization
- e) Not forward or act on unsolicited data (e.g. Chain letters, junk e-mail or spam), the contents of which in his opinion may breach the terms of these conditions; if any such information be received, it must be reported immediately and effectively deleted.
- f) Not install unauthorized / pirated software on any part of Bosch's Information System.
- g) Employee shall not use the Bosch IT equipment for illegal copy or exchange of copyrighted information and legally protected licensed Software.
- h) Not disable password protection for screen savers or override default settings (e.g 'increase wait time').
- i) Access internet only through Bosch Corporate Network firewall systems. Direct connection of workstations to internet, external networks via ISDN, modem, radio, and wireless is prohibited. Suitable precautions must be exercised by RASVPN users with authorization for simultaneous port connections. On internet, access trustworthy websites and for business purposes only (e.g. do not click on pop up URLs)
- j) Promptly complete all training modules related to Data Protection and Information Security as assigned periodically by the reporting manager or as part of mandatory training – this will enable you to fulfil his responsibility towards safeguarding the Confidentiality, Integrity, Availability, Legality and Data Protection of the business information as well as personal data he is entrusted with towards the discharge of duties at all times (irrespective of location of work – whether on premises, at home or on business travel).
- k) Ensure compliance with legislative, regulatory and contractual requirements when there is uncertainty about applying these conditions, you must seek immediate clarification from the department Data Protection and Information Security Partner (DSP) or the reporting manager.

Where there is uncertainty to the application of these conditions, employee shall seek immediate clarification from the concerned and shall act accordingly. Generally, the Company will address a breach of these conditions via education and counseling. However, the company may consider a serious or intentional breach by an employee as serious misconduct and under such circumstances termination shall be without any notice or pay in lieu thereof.

The company reserves the right to monitor data transmitted / stored by you and act on the breaches of this agreement, including disciplinary action.

14. Intellectual Property Rights

You hereby agree and confirm that all works involving any invention, development, improvement in product, process created, developed by you either alone or in collaboration with any other associate, during the course of your employment with the Company ('IP') shall be owned by the Company exclusively.

Company may require you to execute such documents as may be prescribed to fully assign the ownership and rights in the IP to the Company as may be required under specific laws, which you hereby agree to execute without any demur or reservation. Unless Company decides otherwise

on a case to case basis, salary paid to you shall be deemed as adequate consideration for the assignment.

II. RULES OF CONDUCT

The position which you occupies in the Company makes it obligatory on his part to conduct himself in such a manner that the Company's fair name and image in all spheres of life and in the community at large are maintained. The Management expects that you will serve the Company with zeal and diligence to promote the mutual interests of the Company and the employee.

It shall therefore, be the endeavor of you to ensure that his conduct and behavior even outside the Company are such that they do not affect his or the Company's reputation. Any act of misbehavior involving moral turpitude on the part of the employee even outside the Company, will have a bearing on the Company's standing in the community.

1. Adherence to Law

In case of commission of any unlawful act by you, which in the reasonable assessment of the Management may bring disrepute to the Company, Company may cause termination of your employment contract without any notice/severance pay.

The Company follows the principle that all dealings, measures, contracts, etc., should be strictly lawful and its employees are bound to observe the same principle.

It is also not permissible for anyone in the Company to assist a third party in any unlawful dealings.

The Company will in no circumstances protect or assist the employee in a prosecution launched against him for any breach or violation of any Law or Regulation and the company shall not be responsible for any illegal act of the employee.

You warrant that you are not prevented by a court or by any other administrative or judicial order from providing, the services required under this agreement. You are also required to keep our HRL department informed about any court case pending against you, in any court in India or abroad. You shall also inform the company at the time of joining any case that is pending to which you are a party.

2. Political and Communal Activities

The Company expects you to refrain from involving self in controversial spheres like political parties, communal organizations, etc. You are, of course, free to have his own political and communal ideologies but active involvement in this field is considered inadvisable by the Company, as the personal opinion of the employee may be construed as the opinion or the ideology of the Company with which he is associated. Therefore, it is imperative that the employee keeps away from active political life while in the service of the Company. Company does not endorse any particular political, communal views. Employees shall refrain from using Company's assets, platform to air their personal political, communal affiliations, views.

3. Accepting Gifts, Presents / Invitation to Parties and private Functions

You shall refrain from accepting any gifts or favours in cash or kind, from any vendors, suppliers, business associates, partners of the Company.

In case you are “accepting gifts”, the guidelines for this process will be binding on you.

Many suppliers, customers and other parties with whom the Company has business connections, may not only invite the employee to private functions like weddings, house-warming ceremonies, etc., but also offer to pay fares or provide transport for the journey involved in connection with the function and look after the employee's boarding and lodging. In addition, you may also be given gifts, which may be handsome and lavish.

To accept such invitations or gifts, particularly at the cost of the host, will have negative consequences for the Company affecting the image of the Company and as one cannot be selective in such matters, without offending others, it will be impossible to accept all such invitations.

The host may in return expect a favor from the employee or the intention may be to use you to indirectly influence a decision of the Company, in which the host is interested.

Whatever may be the intention of the host and in whichever form the reward is made, you shall refrain from accepting such invitations or presents?

4. Non-discrimination

The company believes in providing equal opportunity for employment and business relation regardless of gender, nationality, ethnic origin, race, colour, religious and political beliefs. You shall, in the discharge of his duties abide by and uphold this principle of non-discrimination and equal opportunity

III. GENERAL

The Management reserves the right to amend the "RULES & REGULATIONS OF SERVICE AND CONDUCT" from time to time at its sole discretion.

Your agreement as below supersedes all previous oral or written communication, representation, understandings, undertakings or agreement relating to the subject matter included herein.

From: Vishal Soni
Name : Vishal Soni
Emp No :
DoJ : 12/02/2022
Dept :

To:

ROBERT BOSCH ENGINEERING AND BUSINESS SOLUTIONS PRIVATE LIMITED

Dear Sirs,

I acknowledge receipt of:

“RULES & REGULATIONS OF SERVICE AND CONDUCT”.

I agree to abide by the Terms and Conditions contained in the “**RULES & REGULATIONS OF SERVICE AND CONDUCT**”.

Yours faithfully

Vishal Soni

Date:10/12/2021

Place : Jhansi