



HR POLICY

Appendix A

General Terms & Conditions

1. Verification

Your employment in the Firm is subject to satisfactory verification of your certificates, testimonials and personal particulars/ credentials. The Firm reserves the right to get a background check (including criminal history record search, education and employment; and personal details verification) conducted on you, which you explicitly agree to, whether done directly by us or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Firm or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or compensation.

2. Date of Birth

The date of birth declared by you is ____ / ____ / _____. You will be bound by such a declared date of birth in all service matters with the Firm, including your retirement age. Though at this time the Firm has accepted this as your date of birth on the basis of your statement and the documents you have provided, the Firm may at any time call upon you to furnish additional proof thereof as deemed appropriate.

3. Nationality

You confirm that you are an Indian national and hold an Indian Passport and are thus exempt from any additional work authorization to work in India. However, if you are a non- Indian holding a foreign passport, you will be required to demonstrate that you have the necessary authorizations for working in India by submission of relevant documents. It will be your responsibility to ensure that throughout your employment with Bariflo Labs your work authorizations are up to date and you shall hold Bariflo Labs harmless and indemnified against any act or omission on your part in this regard. In case the work authorization ends during the course of your employment with Bariflo Labs your contract with Bariflo Labs will be deemed to be terminated.

4. Working Hour

The working hours of the Firm are flexible but restricted to not less than 40hrs. Your work is of continuous responsibility and you will be expected to complete your assigned duties within the required time frame.

5. Leave

- You are entitled to a casual leave of 10 days after completion of your probation period.
- You are entitled to working days of non- paid 10 days sick leave.



- The Company shall notify a list of declared holidays at the beginning of each year.

There is particular weekly holiday on Wednesday/Sunday. However, an employee can take leave, by ensuring his/her supervisor is informed at the earliest practicable time, normally no later than 2 days before. Reasonable notice is also required for pre-arranged leave. If one extends the sanctioned leave, employees will keep their mentor informed at regular intervals of the situation concerning their absence from work. Unauthorized Leaves are not desirable & lead to salary deduction.

6. Posting & Transfer

Your place of posting shall be as indicated in the first page of this Contract of Employment and you agree to be transferred in such capacity as the Firm may from time to time determine. You shall be governed by the specific terms and conditions applicable to your new location in such a case.

7. Secondment

Your job may entail you to proceed, from time to time, on assignments at stations outside your place of posting and stations overseas. Based on exigencies of work and at the Firm's discretion, your services may also be transferred to any office of the Firm or seconded to any of its associate Firms in India or abroad or to any office of the Firm abroad. In such an event you will be governed by the transfer and secondment rules framed by the Firm and / or by such associate Firm in this respect. In the event of your transfer and / or secondment you will also be governed by the specific terms and conditions applicable to your new location. You will be responsible to remain compliant with all applicable immigration/ visa and foreign exchange rules in this regard.

8. Confidentiality

Maintaining confidentiality is a condition to your employment. During your employment, you will not store, copy, possess, use or disclose confidential/ personal/ sensitive information or data (including those from any of your previous employment(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Firm. You will not, either during your employment with the Firm or after the termination of such employment, divulge to anyone any information, secret, accounts or dealings relating to the Firm's business, its affairs or its clients, service providers, subcontractors or vendors, other than to the Directors of the Firm or their authorized representatives. On discontinuation of your employment, you will return to the Firm, all papers and documents and all other property pertaining to the Firm or affairs of the Firm or its client or any of its associates or branches, which may be in your possession, and will not retain any copy or extract therefrom. You agree to sign engagement specific non-disclosure/ confidentiality agreements if so, required by the Firm / certain clients of the Firm. In case of any breach of confidentiality caused by you, either during or after the termination of your employment with us, you will be personally liable to the Firm, our clients and third parties.



9. Intellectual Property

By signing this agreement, you are:

- Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Firm with unfettered rights for utilization or disposal of the same; and
- Consenting to the Firm and/ or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

10. Risk Management

A clear objective of the Firm is to effectively manage its risks while providing high-quality services to our clients. To achieve this, the Firm has an effective set of risk management policies, processes and procedures. All team members are responsible for managing the risks on the assignments they undertake for clients. Therefore, you will be required to comply and keep yourself updated with various risk management policies and processes as in force from time to time when undertaking your work.

11. Confidential and Proprietary Information

Information and materials relating to the Firm, its clients, licensors and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your employment duties with the Firm. You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Firm's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans. Because Confidential Information is extremely valuable, the Firm takes measures and may initiate any action including but not limited to initiating criminal proceedings to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your employment with the Firm only as necessary to carry out Firm business and, where applicable, only as required or authorized under the terms of any agreements between the Firm and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Firm. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact the leader of your team or the management to seek the Firm's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Firm.

12. Insider information

You are prohibited from using or sharing information, not publicly disclosed, which you obtain during the course of your work for the Firm, for your personal gain or advantage in securities transactions, or for the



personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Firm's clients and their affiliates.

13. Code of Conduct

The Code of Conduct Policy addresses how employees in the Firm should behave and conduct business in a wide range of settings and situations. It is your responsibility to adhere to consistently and appropriately enforce the Code of Conduct and other Firm policies as amended from time to time. You are expected to carefully read the Code of Conduct, and to keep yourself abreast of any amendments thereto as may be made from time to time. You are expected to bring any code of conduct related issue/ clarification/ grievance to the notice of the designated Ethics helpline or the HR office. For further details please refer to Human Capital Policy as amended from time to time.

14. Protection of Computer Software/ Firm's Assets

The Firm has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Firm, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. Where applicable, you shall be provided with a laptop or desktop, internet data card. All these shall at all times remain the Firm's property/ assets, and they must be returned to the Firm on termination of employment or whenever requested by the Firm or disposed of in accordance with the policies and directions under which they are issued. You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Firm's relevant policies and procedures applicable to usage of the Firm's computer equipment, including the Firm's policies on the appropriate use of email and the internet. You acknowledge and agree that the Firm reserves the right to monitor your usage of the Firm's computer(s) and IT systems/ resources towards ensuring that there is no unauthorized usage thereof.

15. Exclusivity

During the continuance of your employment with the Firm, it is a condition of your employment that you will not engage yourself in any other trade, business or occupation, including private practice and consulting, without obtaining prior written permission of the Firm.

16. Bond signing (Sponsored Training Programs)

The Firm, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Firm. In consideration of being chosen for such training programs, at the Firm's option, you may be required to sign a bond whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Firm for a prescribed period after completion of training. If you fail to do so, you shall be required to refund to the Firm the cost of training in accordance with applicable slabs of refunds. You will be entitled



to refuse to be provided such training. You acknowledge and agree that in the event that you accept such training then you shall remain bound by the terms of such bond and the Firm shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

17. Leased Assets

In case of leased assets, like cars availed by you through the Firm, you will be personally liable for usage of such assets. The Firm will not bear any responsibility or liability for your usage of such assets. In particular, it is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your sole personal responsibility. It shall also be your responsibility to ensure that a valid insurance policy as may be required by law is maintained in respect of such asset at all times. You hereby agree to keep the Firm fully released and discharged (and take all necessary actions in respect thereof) from any claims, actions or proceedings relating to your usage of such leased assets. In case of discontinuation of employment with the Firm, you will settle / foreclose the outstanding lease amount. You further authorize the Firm to settle the outstanding amount from your full and final amounts and shall take the appropriate steps to get the asset registered in your name, failing which the Firm shall take all requisite steps to protect its interest in this regard.

18. Notice Period

18.1 The Firm or employee may, at any time during the course of the employment by stating their intention to do so in writing, terminate the employment by giving notice as given below or a salary payment in lieu of that notice. The Firm may require an employee to complete all operative parts of the assignment or project he may be involved in on the date of resignation as determined by the Firm before agreeing to his release. If, in exceptional cases, the Firm agrees to an employee's requests for an early release, the Firm will recover the salary or part thereof equivalent to the balance notice period. As per the aforesaid policy, the current notice period for the various levels is set out below:

- (i) Interns/engineers full time –thirty days
- (ii) Administratives and Specialists – forty-five days
- (iii) Management - sixty days

However, the period that is prescribed on the date of giving notice shall apply.

18.2 Termination without notice The Firm has a Disciplinary Policy in place under which it reserves its right to take appropriate disciplinary action. This policy acts as a generic guide for initiating disciplinary proceedings; some of the indicative events are; (i) misconduct (ii) repeated misconduct (iii) breach of instructions by an employee (iv) failure to safeguard the assets of the Firm (v) activities which bring the Firm into disrepute (vi) sexual harassment (vii) any furnished declaration is false (viii) the employee is found to have willfully suppressed any material information (ix) criminal conviction by court of law (x) failure to adhere to HC Policy, Risk Management and Code of Conduct, office procedures, rules and regulations that may be in force from time to time or (xi) where situations warrant action outside this Policy.



In the event that the Firm exercises this right, it may, at any time during the course of the employment by stating its intention to do so in writing, terminate the employment without giving notice or a salary payment in lieu of that notice. Such an order may be preceded by an enquiry. Upon Termination, related to disciplinary reasons the last month of the salary will be forfeited and no experience and code-ofconduct letters will be issued.

19. Exit formalities

Before termination of employment, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Firm.

You will be required to return to the Firm, all documents, including copies thereof and property including but not limited to corporate credit card, internet data card and comply with company car and leased accommodation terms, where applicable, before your last working day in order to obtain release. You are also specifically restrained from keeping copies or extracts of any of the Firm's or client's documents with you, after your release from the services of the Firm, except with specific written permission from the Firm.

As part of your exit formalities, you have to provide in writing to the Firm that you have not retained any data/ confidential information relating to the Firm and/ or our clients and that you will be personally liable to the Firm and/ or our clients in the event that it is found that any data/ confidential information was nevertheless retained by you. This liability shall remain whether or not any such data/confidential information is later disclosed by you.

20. Set Off

You as an employee explicitly agree that your final settlement of dues shall happen only after completion of the aforesaid formalities and first adjusting all dues under whatsoever head then due to the Firm including but not restricted to settlement of credit card dues, any recovery of dues pertaining to Firm assets, unadjusted advances or other amounts, if any paid on your behalf etc. In case of shortfall in the amounts to be recovered, you shall forthwith settle the remaining amount without demur or protest. The exit formalities shall be kept in abeyance till the deficit amount is paid in full.

21. Non-Solicitation

Upon leaving the Firm you will not, without prior written consent of the Firm, for a period of twelve months from the date of ceasing employment, canvass, solicit, interfere with or entice away any person, Firm or corporation who has, at any time during your employment with the Firm, been:

- a client of the Firm with whom you have had contact or been involved in the provision of services, or
- an employee of the Firm.

To prevent any potential conflict of interest or breach of confidentiality, you will not accept an appointment offered by a client for whom an assignment is being performed by you or on which you are working for six



months after the assignment is completed unless appropriate written consent is obtained from the Firm.

22. General

As an employee of the Firm you are required to book proper time and expenses, use the Firm provided email ID for business purposes, not share your access card with anyone else, maintain good housekeeping practices and also dress in a professional manner at all times.

It is also important that you keep the Firm informed about any change in your personal particulars, and file updated nomination forms (e.g. relating to Provident Fund, Gratuity) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including passport, driving licenses, corporate credit card, Aadhar). Your employment in the Firm shall be governed by your compliance with and by providing all requisite information that may be sought from you by the Firm from time to time.

The conditions contained herein in the contract of employment are indicative only and can be modified from time to time. For any clarification on the Firm's Human Capital Policy please feel free to get in touch with the local designated HC staff.

23. Company's Policies, Procedures and Rules

As an employee of the Firm, you shall be governed by all the policies including, but not limited, to those relating to HC Policy, Risk Management and Code of Conduct, office procedures, rules and regulations that may be in force from time to time and they become binding upon you immediately on its publication.

24. Right to access

It is the Firm's policy to take all reasonable steps to protect its interests. This includes ensuring that systems and equipment are used for the proper purposes. You understand that there may be regular checks in respect of usage or access of the Firm's system and equipment. For the avoidance of doubt, this includes, telephone systems, computer resources and systems, use of Email and internet systems and the postal system ("Facilities"). You also understand the Firm reserves the right, without notice, to access, listen to or read any communication or content made or received by you on its Facilities, to establish the existence of facts, to ascertain compliance with regulatory or self-regulatory practices and procedures, for quality control and staff training purposes, to prevent or detect crime (including 'Hacking'), to intercept for operational purposes, such as protecting against viruses and making routine interceptions such as forwarding emails to correct destinations, to check voice mail systems when you are on holiday or on sick leave.

25. Wrongful Dissemination

You must not host, display, upload, modify, store, make available or transmit, publish, update or share in or through the Facilities of the Firm or otherwise any information or material which:



- belongs to another person to which you have no rights and/or which infringes any person's intellectual property rights;
- is or is likely to be perceived as defamatory, threatening, misleading, offensive or inappropriate, or materially misrepresents facts;
- contains any virus, harmful component or corrupted data or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the computer resources and Facilities of the Firm;
- contains any unlawful advertising, promotion or solicitation;
- violates any applicable law or regulation;
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- is grossly offensive or menacing in nature; • impersonates another person.

26. Employee Consent

You hereby give consent to the Firm to collect, hold, store and process, both electronically and manually, all the personal information it collects or has collected in relation to you or belonging to you and your employment (in the course of your employment), for the purposes of the Firm, e.g. management and administration of its employees and its business or for compliance with applicable procedures, laws and regulations and you also consent to the transfer, storage and processing by the Firm, agents, contractors or subcontractors or other Bariflo Labs network Firms (each of which is a separate legal entity) of such personal information within or outside India.

27. No Duress

You hereby consent and agree that you are signing the employment contract, including Appendix A and Appendix B and agree to be subject to all the Terms and Conditions of the Company's HC Policies including but not limited to those relating to Risk Management and Code of Conduct, as amended from time, on your own volition and without any undue influence.

28. Dispute Resolution

All disputes arising under this Agreement shall be governed by and construed solely and exclusively in accordance with the laws of India and all disputes shall be subject to the exclusive jurisdiction of the competent Courts of Odisha, India only.

29. Lodging and Boarding

We will assist you for your accommodation, however Bariflo Labs doesn't hold responsibility of it. You need to bear your own accommodation cost of minimum 4000 INR incase you stay in company's guest house.



Declaration and Authorization

I hereby authorize 'Bariflo Labs' (inclusive of all entities across India and outside) or any thirdparty agent appointed by Bariflo Labs/ VertoX Labs to conduct educational, employment history, database, address check, financial stability (if required) and criminal verification or any other verification check as may be required by Bariflo Labs/ VertoX Labs and to conduct such inquiries to verify information provided by me from time to time.

I authorize all individuals, private establishments, government establishments/agencies, educational institutions, etc. to release any information as may be required by Bariflo Labs/ VertoX Labs and its legal entities as mentioned above or a third-party agent appointed by the Firm and I release them from any liability in doing so.

I confirm that the information provided by me to "Bariflo Labs/ VertoX Labs" or its legal entities as mentioned above is correct to the best of my knowledge and I understand that any misrepresentation of information may lead to, in the event of obtaining my Employment, result in action based on Firm's Policy.

Signature: _____

Name: _____

Date: ____/____/____