POLICY FOR THE PREVENTION, PROHIBITION AND REDRESSAL OF SEXUAL HARASSMENT AT THE WORKPLACE (POSH)

1. Preamble and Objective

a. Hindustan Coca-Cola Holdings Limited (the **"Company"**) is committed to providing a safe and secure working environment and strictly prohibits any and all forms of sexual harassment at the workplace. The Company strongly believes that all employees have the right to work with dignity without any discrimination whatsoever and must be accorded equal opportunities to grow and develop their potential.

b. This Policy for the Prevention, Prohibition and Redressal of Sexual Harassment at the Workplace (**"Policy"**) provides guidelines to all Employees *(defined below)* with respect to recognizing and reporting incidents of sexual harassment at the workplace, sets out mechanisms to prevent and deter the commission of sexual harassment. This Policy is subject to and has been framed in accordance with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and the rules framed thereunder (hereinafter the **"POSH Law"**).

2. Scope and Applicability

a. This Policy applies to all Employees of the Company at all locations across India. In addition, it shall also include prospective employees, clients, vendors, suppliers and business associates of the Company or visitors to any of the Company's Workplaces *(as defined below)* if the conduct occurs during the course of their work that involves the Company.

b. Even though the POSH Law is only intended to protect women, this Policy shall specifically extend to Employees of all genders. On matters that are not specifically covered under the POSH Law in this regard, the Company will be guided by the terms of this Policy.

c. For the purposes of this Policy, the term **"Employee"** shall include a person employed at the Company's Workplace (*as defined below*) for any work on regular, temporary, ad hoc or daily wage basis, either directly or through an agent, including a contractor, with or, without the knowledge of the Company, whether for remuneration or not, or working on a voluntary basis or otherwise, whether the terms of employment are express or implied and includes a co-worker, a contract worker, probationer, trainee, apprentice or called by any other such name.

d. In case a sexual harassment complaint requires the involvement of another internal committee, the IC (*as defined below*) will work with such other internal committee to decide on the procedure for dealing with such complaint.

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e. It is also clarified that this Policy shall also apply to Employees working remotely in accordance with the policies of the Company.

f. Notwithstanding anything stated in any other Company policy and/ or in the standing orders (as applicable), this Policy alone shall govern all issues relating to instances of sexual harassment at the Workplace. While implementing the IC recommendations or interim measures, the Employer shall: (i) review any other Company policy/ standing orders (as applicable); (ii) address any conflicts in this regard; and (iii) ensure that, to the extent possible, processes are not duplicated so that the IC recommendations / interim measures can be implemented swiftly and in a time bound manner.

3. Effective Date

This Policy is effective from _____

4. Definitions

In this Policy, the following words and expressions shall have the following meanings:

a. **"Complainant"** means an individual who alleges to have been subjected to any act of sexual harassment by the Respondent at the Workplace. It is clarified that unions cannot, under any circumstances whatsoever, be treated as a Complainant under this Policy. In situations wherein the Complainant is unable to / cannot make the complaint on their own, a representative can make the complaint on their behalf in the manner specified herein and under the POSH Law.

b. **"Company"** means Hindustan Coca-Cola Holdings Limited.

c. **"Employer"** or **"Management"** means the Chief People Officer and the General Counsel (GC) of the Company in accordance with Section 2(g) of the POSH Law.

d. **"Internal Committee"** or **"IC"** means the internal committee constituted as per this Policy.

e. **"Presiding Officer"** means the Presiding Officer of the IC, who shall be a woman employed at a senior level as an employee at Workplace, in the manner provided for under the POSH Law read with this Policy; if not available then nominated from other office/units of the Workplace. In case the other office or administrative units do not have a senior level woman employee, the Presiding Officer shall be nominated from any other Workplace of the same employer or other department or organization.

f. **"Respondent"** means a person against whom an allegation of sexual harassment has been made under the terms of this Policy.

g. **"Retaliation"** includes any one or more of the following actions initiated, threatened or attempted against an Employee, whether directly or indirectly, on account of such Employee having raised a complaint of Sexual Harassment in good faith or having cooperated, testified or participated in any investigation of the

same: disciplinary action, intimidation of any nature whatsoever whether to the concerned Employee or a family member, discrimination, victimization, repeated requests or pressure to withdraw the complaint, increasing work pressure, threats of poor performance appraisals, placement in any performance improvement program or programs of similar nature without justification, alleging poor performance without any basis, changing the nature of work assignments, changing the reporting manager or location of work, general refusal to cooperate at work.

h. **"Sexual Harassment"** includes any one or more of the following unwelcome acts or behavior *(whether directly or by implication)* occurring on any medium, whether physical or virtual:

i. Physical contact and advances (including hugging, kissing, pinching, patting, grabbing, any other form of unwanted touch, advances, any form of forcible physical touch or any attempt at the foregoing); or

ii. Demands or requests for sexual favors (including molestation, making gestures, comments, jokes, innuendos or taunts, whether verbally or in written or graphic form or by electronic or other means); or

iii. Making sexually colored remarks; or

iv. Showing, distributing and/or sharing pornography (including making or posting sexual pranks, spreading rumors, posting or sharing sexually demeaning or sexually offensive pictures, signs, graffiti, posters, cartoons or other materials in any form whatsoever); or

v. Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

The following circumstances, among other circumstances, if they occur or are present in relation to or connected with any act or behavior of sexual harassment (*as defined above*), will also amount to sexual harassment:

i. implied or explicit promise of preferential treatment in employment; or
ii. implied or explicit threat of detrimental treatment in employment; or
iii. implied or explicit threat about present or future employment status; or
iv. interference with work or creating an intimidating or offensive or hostile work environment; or
v. humiliating treatment likely to affect health or safety.

Sexual harassment will also include unwelcome sexually determined behaviour by any person either individually or in association with other persons or by any person in authority whether directly or by implication, through any medium, whether physical or virtual or in a work from home environment.

Some examples of behaviour that constitute sexual harassment at the Workplace are mentioned herein below:

i. Repeatedly inviting someone home or asking to spend time with them alone or asking them to enter into a relationship, stalking on social media or sending numerous messages, routinely calling before or after work hours and asking personal questions, making remarks/assumptions about an individual's personal life, sexual orientation or character, making personal comments on social media platforms, unsavoury remarks or serious or repeated offensive remarks making comments

on an individual's body, attire, appearance, sexual preferences, experiences or orientation, insisting on video calls either unnecessarily or at an inappropriate time, making sexual noises or sounds, lurid stares, circulating, distributing or posting private photos or videos or links to them without authorization;

ii. physical confinement, any other act likely to violate an individual's privacy, any act or omission that would constitute an offence under the Information Technology Act, 2000 / the Bharatiya Nyaya Sanhita or any other applicable laws in the context of matters covered under this Policy;

iii. Denial of equal opportunities in the pursuit of career development, denial/ restriction of employee benefits, making the environment at the Workplace discriminatory, awkward, embarrassing, offensive, hostile or intimidating *(including without limitation, interference with or being uncooperative at work, manipulating the perception of the Employee at the Workplace, threats with respect to poor work appraisals, false or inflated* complaints about work performance);

iv. Intimidation, threats, blackmail around sexual favours;

v. Teasing, voyeurism, innuendos and taunts with implicit sexual connotation;

vi. Inappropriate physical contact or advances, including (but not limited to) touching, caressing, kissing or fondling someone against her will (could be considered assault);

vii. Invasion of personal space'(getting too close for no reason, brushing against or cornering someone);

viii. Falsely accusing and undermining a person behind closed doors for sexual favours;

ix. Controlling a person's reputation by rumour-mongering about her private life;

x. Giving gifts or leaving objects that are sexually suggestive;

xi. Being inappropriately dressed on video calls and violating the acceptable dress code while attending video calls/meetings on digital platforms;

xii. Sending inappropriate jokes/texts/forwards on social media/digital platforms; and

xiii. Displaying pictures, signs etc. of sexual nature/connotation/overtones in the work area and work-related areas, or displaying provocative content in the background while attending to video calls by participants who are privy to such calls.

xiv. Where an Employee has a reasonable apprehension that their privacy, career progression, freedom or personal life will be adversely impacted (whether on account of the power exerted by the Respondent or otherwise): (A) on account of being involved in a Sexual Harassment complaint; (B) if they do not consent to an act that constitutes Sexual Harassment under this Policy; (C) if objections are raised in the context of any act that would constitute Sexual Harassment under this Policy.

The above instances are only illustrative and by no means constitute an exhaustive definition of Sexual Harassment. It is further clarified that if an act mentioned in any of the other Company policies amounts to or is construed as sexual harassment, then the same shall be dealt with in the manner prescribed under this Policy.

i. **"Workplace"** means and includes any place where the Employee carry out their duties and responsibilities for the Company such as (A) their residence; (B) all present and future offices, branches, factories, warehouses, departments, undertakings, zones, clusters and any other premises of the Company, as amended from time to time; (C) all such places or locations that the Employees may visit in connection with work or during the course of their employment/ engagement, including any transportation and/ or accommodation provided by the Company for undertaking such journey; (D) Company offsites; (E) formal

and informal team events; (F) any co-working/hot desking space, parking lots, conferences, airports, home or permanent work location of the Employee *(in a remote working environment)*; (G) any digital platforms (such as Microsoft Teams, Zoom, Skype, Cisco Webex, etc.), (H) any digital/online platform of the Company or any official page of the Company on any social media platform (such as LinkedIn, Instagram, Facebook, X, etc.) utilized by the Employee in the course of their employment/engagement with the Company, and/ or (I) any other location as provided for under the POSH Law.

5. Internal Committee

a. Constitution

The Company has constituted an IC that will be responsible for receiving, addressing, investigating and handling all complaints of Sexual Harassment at the Workplace, and for undertaking all compliances under the POSH Law. The IC has been constituted in accordance with the POSH Law, and the names and contact details of the current IC members are available at the Company's website/intranet. While conducting an inquiry, a minimum of 3 (three) IC members *(including the Presiding Officer)* will be present. It is clarified that the IC as constituted under this Policy shall operate across all Company Workplaces, and wherever relevant, the Employer shall (in consultation with the IC) comply with all local requirements, guidelines, processes, compliances directives, circulars, notifications issued by the relevant Government authority on matters covered under this Policy and pursuant to the POSH Law.

b. Tenure of IC members:

The members of the IC shall have a tenure of 3 (three) years from the date of their appointment *(provided that the internal IC members continue to remain employees of the Company during this period).* It is clarified for the avoidance of doubt that once an internal IC member ceases to remain an employee of the Company, such member shall no longer remain a part of the IC. The Employer is entitled to temporarily extend the term of any IC member in order to dispose of any pending complaints of Sexual Harassment.

c. Removal/Recusal of IC members:

The Employer may remove an IC member and such member shall cease to hold office if she/he is found to have been involved in any action or situation that is prescribed under the POSH Law. The following is an indicative and non-exhaustive list of the situations in which an IC member may recuse themselves from a particular hearing / case , or alternatively may be removed from office by the Employer for failing to do so:

i. If an IC member is reporting to the Respondent or the Respondent is the direct or indirect reportee of/ or a friend, mentor, mentee of an IC member; or
ii. If an IC member is suspected of any act of Sexual Harassment or of any contravention of the POSH Law; or
iii. If an IC member contravenes the provisions relating to prohibition of publication of contents of any complaint and inquiry proceedings in accordance with the POSH Law; or
iv. If an IC member has been found guilty in any disciplinary proceedings or a disciplinary proceeding is pending against him; or
v. If an IC member has so abused the position so as to render continuance in the IC prejudicial to public interest; or

vi. If an IC member has been: (A) has been convicted for an offence or an inquiry into an offence under any law for the time being in force is pending against him; (B) subject to an internal inquiry initiated by the Company; (C) is suspected of violating the Company's Code of Business Conduct or has been found guilty in this regard.

d. **Functions of the Internal Committee**

i. The IC is expected to: (A) accept and register in due time, any and all complaints pertaining to Sexual Harassment; (B) conduct an informal fact finding exercise if, at the first instance, there appears to be some ambiguity as to whether or not the alleged conduct will fall within the purview of this Policy; (C) conduct all processes / inquiries (including efforts towards conciliation) within specified timelines and recommend to the Employer, any action to be taken against the Respondent; (D) recommend to the Employer, interim measures including the need for providing medical, psychological, and emotional assistance to the Complainant; (D) seek police or legal intervention wherever necessary; (E) ensure that the entire proceedings are kept confidential and are handled in a sensitive manner; (F) ensure that the inquiry process does not result in any Retaliation; (G) securely and meticulously maintain all records, notes, documents,
video and audio recordings, social media messages (including screenshots) evidence and other material with respect to any complaint raised under this Policy ("**Documents**"); and (H) manage the budget allotted to the IC for all compliances under this Policy and the POSH Law. All Documents must be safely stored (with suitable redactions, if required) and any third-party access to the Documents shall be subject to such restrictions/ conditions (including executing non-disclosure agreements) as the Employer may prescribe.

ii. In situations where a Sexual Harassment complaint also involves potential violations of other Company policies, the IC shall undertake an inquiry only with respect to the Sexual Harassment complaint. Nothing stated in this Policy shall prevent or restrict in any manner parallel investigations undertaken by law enforcement agencies and/or internal disciplinary inquiries undertaken by the Company, and the IC shall be the nodal point of contact in this regard (unless the Employer determines otherwise).

iii. The IC shall have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 when trying a suit, in respect of the following matters: summoning and enforcing the attendance of any person and examining her/him on oath, requiring the discovery and production of documents and any other matter which may be prescribed under the POSH Law.

iv. In accordance with Section 21 of the POSH Law, the IC shall submit an annual report to the Employer containing details of the number of Sexual Harassment complaints received in the year (location/ Workplace wise), the number of complaints disposed off during the year, the number of complaints pending for more than 90 (ninety) days, the number of workshops or awareness programs against Sexual Harassment carried out and details of the action taken by the Employer after receiving any recommendations from the IC. Where required, the annual report shall also be submitted to the local authorities in any particular state or district. While making such submissions, the IC shall clearly distinguish between complaints received in the relevant region and those that pertain to other regions / Company Workplaces. The Employer shall ensure compliance with the reporting requirements in Section 22 of the POSH Law.

v. The IC shall mandatorily conduct quarterly meetings wherein the members shall discuss live complaints, best practices and other related matters. The minutes of these meetings shall be documented.

6. Procedure For Dealing with Complaints of Sexual Harassment:

a. Raising a Complaint

i. The Complainant shall, by way of an email or a written document, raise a formal complaint with any of the IC members or shall write to posh-ic@coca-cola.in. In the event the Complainant writes to a member of the HR department, his/her manager or any other person within the Company who is not an IC member, such person shall, without any delay, forward the complaint to an IC member.

ii. If the complaint is by way of a written document (i.e., handwritten or printed or issued via an email), the IC may require the Complainant to submit 6 (six) copies of the complaint. Along with the complaint, the Complainant shall attach all supporting documents (to the extent available) including names and addresses of witnesses, if any. The IC shall provide all reasonable assistance to the Complainant (including engaging a translator if required) with respect to filing a written complaint.

iii. The complaint must be submitted to the IC as soon as possible, and no later than 3 (three) months from the occurrence of the incident alleged to constitute Sexual Harassment *(in case of a series of incidents, within a period of* 3 *(three) months from the date of the last incident).* The IC may, for reasons to be recorded in writing, extend this time limit by an additional period of 3 (three) months if it is satisfied that there were unavoidable circumstances which prevented the Complainant from filing a complaint within the said period.

iv. The complaint must be clear, and must contain all relevant details concerning the alleged act(s) of Sexual Harassment, the name of the Respondent, the nature of the harassment, dates and other specific details. Anonymous complaints will not be encouraged.

v. In the event that the Complainant opts to file a complaint under the Bharatiya Nyaya Sanhita, 2023, as amended ("**BNS**") or any other law for the time being in force, in relation to an alleged offence of Sexual Harassment, the Company will: (i) assist the Complainant in filing such complaint, and (ii) initiate action against the perpetrator (under the BNS or any other law for the time being in force), if the Complainant so desires.

iv. The following persons can file a complaint on behalf of the Complainant:

- if the Complainant is unable to file a complaint on account of physical incapacity, the complaint may be filed by a relative, friend, co-worker, an officer of the National Commission for Women or the State Women's Commission, or any person who has knowledge of the incident, with the written consent of the Complainant.

- in the event the Complainant is unable to file the complaint on account of mental incapacity, the complaint may be filed by a relative, friend, a special educator, a qualified psychiatrist or psychologist, the guardian or authority under whose care the Complainant is receiving treatment, or any person who has knowledge of the incident jointly with any of the foregoing persons.

- where the Complainant is, for any other reason, unable to make a complaint,

the complaint may be filed by any person who has knowledge of the incident, with the Complainant's written consent.

- where the Complainant is dead, the complaint may be filed by any person who has knowledge of the incident, with the written consent of the Complainant's legal heir.

v. Where sexual harassment of the Complainant occurs as a result of an act or omission by any third party, including the Company's vendors or contract labour deployed by such vendors, customers or a visitor, then the Company shall take all necessary and reasonable steps to assist the affected Complainant to lodge a complaint with the appropriate forum against such third party and/or shall also take action against such third party as per this Policy and the POSH Law and subject to the terms of contract, if any, with the employer of the third party.

vi. Where sexual harassment occurs as a result of an act or omission by a Respondent (who is employed on the rolls of the Company) against a third party including the Company's vendor and/or its employees, customer or a visitor ("**External Party**") in the course of official duties, inside or outside the premises of the Company, then the Company shall, take such action against such employee as may be appropriate, based on due investigation as per the process set out under this Policy and the POSH Law and subject to the terms of contract, if any, with the employer of the External Party.

b. **Conciliation**

i. The IC shall, before proceeding with an inquiry, and at the request of the Complainant, undertake conciliation between the parties, provided that no monetary settlement shall be made as the basis for conciliation. The IC shall follow such process as it may deem suitable in this regard, provided that no conciliation process shall extend beyond 30 (thirty) days from the date of its initiation.

ii. Where a settlement has been arrived at between the parties, the IC shall record the same and shall forward it to the Employer, who shall take any action as may be specified in the settlement (if any). In such an event, the IC shall conduct no further inquiry, and shall maintain any and all documents pertaining to the conciliation ("**Conciliation Documents**").

iii. The IC shall provide copies of the settlement to both parties *(i.e. the Complainant and the Respondent)* and shall clearly indicate that: (A) the terms of the settlement are binding on both parties; (ii) in case of any breach of the settlement terms, the IC shall conduct an inquiry treating the original complaint as a fresh complaint *(i.e. with the date of breach being deemed to be the date of the complaint)* and can utilize the Conciliation Documents in support of the inquiry in accordance with this Policy.

iv. A formal inquiry shall be initiated in the following situations: (A) if conciliation has not been requested for by the Complainant; (B) if conciliation has not resulted in any settlement within the time period specified under b(i) above; (C) when the IC is informed that the Respondent has breached the terms of the settlement.

c. **Conducting the Inquiry**

i. Upon receipt of the complaint, the IC shall serve a copy of the same to the Respondent within a period of 7 (seven) working days.

ii. If the Respondent so desires, a written response shall be filed, along with a list of documents, supporting evidence and names and addresses of witnesses (if any) within 10 (ten) working days from the date of receipt of the complaint from the IC.

iii. If the parties desire to lead any evidence and/or require any witnesses to be called, they shall communicate the same to the IC. The Presiding Officer will summon the said witness or inform the relevant party if she has been unable to contact the witness or the said witness is unavailable or uncooperative. Any evidence submitted to the IC shall be duly examined by the IC and shared with the opposite side *(with suitable redactions, if required).*

iv. The meetings of the IC shall be conducted at such locations as may be decided by the IC, keeping in mind considerations of confidentiality as well as the convenience of the Complainant. The Presiding Officer may convene such number of hearings as may be deemed necessary so as to dispose of the complaint, and prior written notice of at least 3 (three) calendar days shall be provided to all persons who are required to be present at such hearings.

v. While the IC shall generally conduct physical meetings, in certain circumstances, the IC may allow an IC member, the Complainant, Respondent and/or witness to appear through videoconference or by telephonic means. In such situations, the following guidelines shall be observed:

a. Videoconference or telephonic proceedings shall be recorded by the IC only with the consent of the concerned person (i.e. *person appearing via videoconference or telephone).* Other than the IC, no other person will be entitled to record these proceedings, and the IC has the right to take strict action against any person who records proceedings when he/ she is not authorized to do so.

b. Persons who are required to depose before the IC shall be given adequate notice to ensure that they have time to set up the infrastructure required for participating in a videoconference call.

c. The members of the IC, Complainant, Respondent and witnesses shall be bound by the same standards of confidentiality as in the case of physical meetings. The person appearing through virtual means must ensure that they are alone in the room during the course of the proceedings and that no information pertaining to the proceedings is made known to any unauthorized persons.

d. No person is neither allowed to make electronic recordings of any meetings conducted under this Policy nor demand a copy thereof from the IC and/or the Company. Recording any meetings electronically by any personnel will be considered as a serious misconduct under the internal rules/policies of the Company and/or this Policy and will attract disciplinary action against them under the Company's internal policies and/or applicable laws.

e. Any and all communication *(including but not limited to, consent requirements, confirmations, questions, comments, responses, statements)* shall be made through email and where applicable, signed digitally.

vi. The IC shall ensure that the inquiry is, at all times, conducted in accordance with principles of natural justice. The IC shall, specifically and without prejudice to the foregoing, ensure that there is no bias in the proceedings and that the Complainant, Respondent and the witnesses are provided full and complete opportunity of being heard.

vii. Both the Complainant and the Respondent will be afforded an opportunity to rebut and cross-examine the other, as well as the witnesses. The IC shall prescribe the process for and conduct such cross examinations (including ensuring that cross examination takes place by way of written questions only) depending on specific

facts and circumstances, and in order to ensure that there is no Retaliation.

viii. For the purposes of cross examination, if the Complainant or Respondent submits a list of questions that should be posed to the other or to a witness, the IC shall examine the same. The IC can disallow any question if, in the IC's opinion, such question is irrelevant to the proceedings, is mischievous, slanderous or derogatory.

ix. The entire record of the inquiry proceedings, including statements of the witnesses, cross-examinations, all averments and arguments shall be reduced in writing and wherever possible, shall be signed by the person providing the same. This record shall form part of the Documents and shall be maintained by the IC in the manner contemplated herein.

x. The IC has the right to terminate the inquiry proceedings or pass an ex-parte order: (i) if the Complainant or Respondent fails, without sufficient cause, to present themselves for 3(three) consecutive hearings; and (ii) a 15 (fifteen) day prior notice has been provided by the IC to the concerned party in writing.

xi. If, at any stage, the Complainant wishes to withdraw the complaint, the IC may permit this, subject to undertaking a suitable inquiry to understand the reasons behind the request to withdraw the complaint (including whether the same has been obtained by fraud, force, coercion or undue influence).

xii. If, during the course of the proceedings, it is brought to the notice of the IC or the IC becomes aware that a person involved in the proceedings is being subject to Retaliation, then the IC may: (A) take suitable action against the perpetrator; or (B) make recommendations to the Employer to treat this as gross misconduct and take action as per the Company's policies.

xiii. During the course of the proceedings, none of the parties can be represented by a legal practitioner. However, the IC/ Company will have the right to seek legal advice or can consult any expert/subject matter expert apart from obtaining legal advice on the complaint and/or any matter pertaining to sexual harassment filed by the Complainant to ensure compliance with the provisions of the POSH Law and/ or any related matter.

xiv. The IC is expected to complete the inquiry within a period of 90 (ninety) days from the date of receipt of the complaint and shall submit the inquiry report with its recommendations to the Employer within 10 (ten) days from the closure of the inquiry and shall also make such report available to the concerned parties. The Employer shall be bound to act on such report within 60 (sixty) days from the date of receipt of the report from the IC.

xv. Where the IC arrives at the conclusion that the allegations against the Respondent have not been proven, it shall recommend to the Employer that no action is required to be taken in the matter.

xvi. Where the IC arrives at the conclusion that the allegations of Sexual Harassment against the Respondent have been proven, depending on the gravity of the situation, and without prejudice to the legal rights of the Complainant or the Company, the IC may make the following recommendations to the Employer:

- The Respondent should undergo training/community service or counselling to address specific issues;
- The Respondent should be issued a reprimand or censure;
- The Respondent should provide a written apology to the Complainant clearly

indicating that such behavior will not be repeated, and that the Complainant will not be subject to any Retaliation;

- The Respondent should be transferred to another position or to another Workplace;
- Issue a verbal or written warning which will also be noted in the Respondent's personnel record;
- Withhold increment or bonus to the Respondent *(whether in full or part)*, or withhold or delay the Respondent's promotion;
- Direct that the Respondent pays out a sum as compensation to the Complainant (whether by way of deductions from salary or otherwise);
- Direct that the Respondent be terminated / suspended from employment; or
- Any other recommendations as it may deem fit.

xvii. With respect to determining the amount of compensation, the IC shall, amongst other factors, have regard to the following: (A) mental trauma, pain, suffering, and emotional distress caused to the Complainant; (B) loss in career opportunity to the Complainant due to the incident of Sexual Harassment; (C) cost of any medical expenses incurred by the Complainant for physical or psychiatric treatment; (D) income and financial status of the Respondent; and (E) feasibility of such payment in lump sum or in instalments.

xviii. Implementation of the IC's recommendations shall be in accordance with the Company's internal policies and applicable law, within 60 days of receipt of the inquiry report by the Employer.

xix. If the Complainant intends to initiate any criminal action against the Respondent (including under the BNS, the Information Technology Act, 2000 or any other applicable law), the IC and the Company shall support the same and shall provide all reasonable assistance in this regard. This shall be undertaken at any point in the proceedings without any undue delay, depending on specific facts and circumstances.

xx. Where the IC arrives at a conclusion *(after an inquiry)* that the allegation against the Respondent is malicious or that the Complainant has made the complaint knowing it to be false or the Complainant has produced any forged or misleading document, then it may recommend that the Employer takes suitable disciplinary action against the Complainant. The IC may also recommend that the Employer takes appropriate disciplinary action against a witness, if it arrives at a conclusion that such witness has given false evidence or has produced any forged or misleading document. However, mere inability to substantiate a complaint or provide adequate proof will not result in any adverse action.

xxi. Wherever permitted under POSH Law, any person aggrieved by the recommendations of the IC or non-implementation of such recommendations, may file an appeal to a court or tribunal in accordance with the provisions of the POSH Act, to the extent permitted and in the manner prescribed therein. The appeal shall be preferred within a period of ninety (90) days of the recommendations provided by the IC.

d. **Action during pendency of the inquiry:**

During the pendency of an inquiry, upon a written request from the Complainant, the IC may recommend that the Employer:

i. transfers the Complainant or Respondent to any other Workplace;

ii. grants additional leave to the Complainant upto 3 (three) months;

iii. restrains the Respondent from assessing the Complainant's work performance;

iv. grants any other relief to the Complainant, as stipulated by the IC as may be appropriate in the specific facts and circumstances.

In the event the IC recommends that the Respondent should be suspended or placed on leave of absence during the proceedings, all processes specified in the Company's internal policies and any applicable law shall be complied with in this regard.

On the recommendation of the IC, the Employer shall implement the recommendations made under (d) above and send the report of such implementation to the IC.

e. **Confidentiality**

i. All persons involved in any proceedings under this Policy (i.e., Complainant, IC members, Employer, Respondent, persons assisting with the inquiry process, witnesses and/ or any other person who has knowledge of the proceedings) shall be bound to keep any and all information relating to the proceedings (including without limitation, contents of the complaint, the identity and contact details of the Complainant/Respondent and witnesses, any information relating to conciliation and/ or inquiry proceedings, recommendations of the IC and any action taken by the Employer) strictly confidential, and shall not disclose the same to the general public or media / post references to the same on social media. Any breach of this obligation shall attract monetary penalty as prescribed under the POSH Laws and shall also subject the persons concerned to disciplinary action under Company policies.

ii. While preparing an inquiry report, the IC shall ensure the following: (a) to the extent possible, references in the report to personally identifiable information are minimal and are included only if material to the relevant proceedings; (b) witness names are redacted if so required under the circumstances; (c) all personal conversations that are material to an inquiry and shared with the IC by the Complainant, Respondent or any witness are obtained only with consent and suitable measures are taken to protect the privacy of the concerned individuals; (d) the contents of the inquiry report, any associated document or information that forms part of the report or that has been relied upon for preparing the report (or any part thereof), are not disclosed to the media or published on social media or used by the Complainant, Respondent or witnesses in any manner and for any reason whatsoever.

f. **Other Functions of the Employer**

The Employer shall undertake the following actions:

i. promote and facilitate measures in the Workplace for prevention of Sexual Harassment at the Workplace such as notifying, publishing, and circulating notices stating that any and all acts of Sexual Harassment at the Workplace are expressly prohibited;

ii. ensure a safe work environment free from Sexual Harassment including prevention and deterrence;

iii. display at any conspicuous place in the Workplace, the penal consequences of sexual harassment;

iv. organise workshops and awareness programmes at regular intervals for sensitising the employees with the provisions of the POSH Act;

v. help to ensure that the Workplace is not hostile towards any Employee or that no Employee has reasonable ground to believe that she/he was disadvantaged in that context;

vi. maintain a proactive training program to educate the Employees and managers

about the laws relating to Sexual Harassment at the Workplace and procedure for redressal;

vii. facilitate initiation of proceedings under this Policy if an act of Sexual Harassment has been brought to its notice;

viii. provide necessary facilities to the IC, as the case may be, for dealing with the complaint and conducting an inquiry;

ix. assist in securing the attendance of respondent and witnesses before the IC;

x. ensure that the Complainant or supporter or witness is not victimized, harassed or discriminated against for initiating or supporting or giving evidence in, proceedings under this Policy;

xi. organize seminars, orientation, capacity and skill building programs for the IC members;

xii. not alter to the prejudice of the Complainant or witness or representative concerned, the conditions of service prevailing immediately prior to the complaint being lodged as a consequence to the making and prosecuting of a complaint under this Policy;

xiii. ensure that Complainant or supporter or witness is not punished by discharging, transferring, dismissing or otherwise for any misconduct, as a consequence to the complaint except in cases where it is proved beyond doubt that the complaint as filed and evidence as adduced was wholly false or malicious;

xiv. monitor timely submission of reports by the IC;

xv. initiate (or cause to be initiated) disciplinary action against any Employee for breaching any provision(s); of this Policy, which shall include but not be limited to, termination of employment;

xvi. make available such information to the IC, as the case may be, as it may require having regard to the complaint;

xvii. provide assistance to the Complainant if she so chooses to file a complaint in relation to the offence under the BNS or any other law for the time being in force;

xviii. cause to initiate action, under the BNS or any other law for the time being in force, against the perpetrator, or if the Complainant so desires, where the perpetrator is not an employee, in the Workplace at which the incident of sexual harassment took place.

7. General Provisions

i. A copy of the IC details will be displayed on the notice board at all Workplaces of the Company at a conspicuous place and published on the Company website/be circulated *via* email, along with the penal consequences of Sexual Harassment.

ii. While conducting awareness programs or trainings, the Company will ensure that local language considerations are taken into account.

iii. All Employees of the Company have a duty to cooperate in the Company's investigation of alleged sexual harassment. Failure to cooperate or deliberately providing false information during an investigation will be grounds for disciplinary action, up to and including termination.

iv. Any exceptions/deviations to this Policy shall be subject to the POSH Act and other applicable laws.

8. Amendment

This Policy shall be reviewed and accordingly amended by the Board from time to time so that it remains compliant with the applicable law. Notwithstanding anything contained to the contrary herein, this Policy shall automatically stand amended to incorporate any changes to the requirements prescribed under applicable law to the extent that such provision does not require the Board to exercise its discretion. If there is any change in provisions of applicable law that require the Board to exercise its discretion, the Board shall promptly review such provisions and adopt necessary changes to the Policy.

Any amendments to the Policy will be updated on the Company's website / intranet and will be binding on all Employees