

POLICY ON PREVENTION OF SEXUAL HARASSMENT AT THE WORKPLACE

1. OBJECTIVE

- 1.1. Any act of Sexual Harassment (*defined hereinafter*) by its very nature is a form of misconduct that gravely undermines the employment relationship. By framing this policy on prevention of Sexual Harassment at the Workplace (*defined hereinafter*) (**POSH Policy**), we NetProphets Cyberworks Private Limited (**Company**) endeavor to provide protection against Sexual Harassment of women at the Workplace and to prevent and redress complaints of Sexual Harassment and matters connected therewith or incidental thereto.
- 1.2. Every Employee (*defined hereinafter*) including any personnel, consultant or third party engaged by the Company who violates the provisions of this POSH Policy will be subjected to strict disciplinary proceedings.
- 1.3. This POSH Policy sets out the kind of behavior that is unacceptable and is deemed to be Sexual Harassment, the redressal mechanism against such acts of Sexual Harassment and the action to be taken if a false complaint has been filed.

2. SCOPE AND APPLICABILITY

- 2.1 The terms Sexual Harassment means and includes any one or a series of incidents involving unsolicited and unwelcome sexual advances, requests for sexual favours, or any other verbal or physical conduct of sexual nature. Sexual Harassment at the Workplace shall include, any unwelcome sexually determined behaviour (whether directly or by implication) by way of:
 - a. Making physical contact and advances; or
 - b. Making a demand or request for sexual favours; or
 - c. Making sexually coloured remarks; or
 - d. Showing pornography, circulating obscene email, SMS, MMS, messages, phonographic or sexually oriented jokes etc; or
 - e. Making threat or innuendoes, touching, patting, pinching; or
 - f. Making comments about physical appearance; or
 - g. Making implied or explicit promise to any woman of preferential treatment in association with her employment; or
 - h. Making implied or explicit threat of detrimental treatment to any woman in association with her employment; or
 - i. Making any implied or explicit threat about any woman's present or future employment status; or
 - j. Any conduct that has the purpose or the effect of interfering with any woman's work performance or creating an intimidating, offensive or hostile environment or rendering of humiliating treatment likely to affect health or safety of any woman in the Workplace; or
 - k. Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

- 2.2 This POSH Policy is applicable to every person employed at the Company for any work on regular, temporary, ad hoc or daily wage basis, either directly or through an agent, including a contractor or working on a voluntary basis or otherwise, and includes a co-worker, a contract worker, probationer, trainee, apprentice or called by any other such name (**Employee**).
- 2.3 This POSH Policy shall also apply to all visitors who arrive at the Company's premises. For reference, this POSH Policy is also available on the official website of the Company at www.netprophetsglobal.com.
- 2.4 The term Workplace includes:
- a. All offices or other premises where activities in relation to the Company's business are undertaken or conducted; and
 - b. Any place visited by an Employee of the Company arising out of or during the course of the employment, including transportation provided by the Company, if any, for undertaking such journey.
- 2.5 Where Sexual Harassment occurs as a result of an act or omission by any third party or outsider, the Company will take all necessary and reasonable steps to assist the Aggrieved (*defined hereinafter*) person in terms of support and preventive action, as per the provisions of applicable law.
- 2.6 Capitalized terms used and not defined herein shall have the meaning as ascribed to such term in the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (**Act**) or as used under the provisions of applicable law.
- 2.7 Any amendment and or revisions to applicable law that result in any amendment and or revision to this POSH Policy shall be incorporated herein by reference.
3. **INTERNAL COMPLAINTS COMMITTEE**
- 3.1. As per the provisions of the Act, the Company has constituted the Internal Complaints Committee (**ICC**) for addressing complaints relating to Sexual Harassment at the Workplace.
- 3.2. The Presiding Officer or any member of the ICC shall be removed from the committee and such vacancy shall be filled by way of a fresh nomination by the Company, in accordance with the provisions of the Act, in the event the Presiding Office or any member of the ICC:
- a. Contravenes any provisions of the Act; or
 - b. Has been convicted for an offence or an inquiry into an offence under any law for the time being in force is pending; or
 - c. He has been found guilty in any disciplinary proceedings or a disciplinary proceeding is pending; or
 - d. Has so abused his position as to render his continuance in office prejudicial to the public interest; or
 - e. A complaint is registered against any member.

3.3. In case any complaint is to be registered by the Aggrieved against the Employer, then such complaint shall be registered with the Local Committee constituted by the District Officer.

3.4. The details of the ICC members are provided in **Schedule I (Members of the ICC)** of this POSH Policy.

4. **COMPLAINTS AND REDRESSAL PROCESS**

Complaint Process:

4.1 Any aggrieved woman making a complaint of Sexual Harassment at the Workplace (**Aggrieved**) shall make such complaint in writing to the ICC.

4.2 The complaint must be made within 3 (Three) months from the date of the incident or in case a series of incidents within a period of 3 (Three) months from the date of the last incident. In case the Aggrieved is unable to file the complaint within the requisite time period the ICC may at its discretion condone such delay.

4.3 In circumstances where a complaint received is to the judgement of the ICC such that can be resolved through conciliation between the Aggrieved and the person accused of committing an act(s) of sexual harassment (**Respondent**), the ICC shall promote conciliation between the Complainant and the Respondent. In no event will monetary settlement be made as a basis of conciliation.

4.4 In cases where any settlement has been arrived at between the Aggrieved and the Respondent, the ICC shall record the settlement and forward to the Employer or the District Officer to take action as specified in the recommendation. Once the settlement is arrived at no further inquiry shall be conducted by the ICC.

4.5 A copy of the settlement as recorded shall be provided to the Aggrieved and the Respondent.

4.6 In circumstance where to the judgment of the ICC the complaint cannot be resolved by way of conciliation, such complaint or report of sexual harassment will be investigated immediately, and appropriate action will be taken against the Respondent. The remedial action undertaken by the ICC will depend upon the nature and gravity of the offence.

4.7 The Company is committed to provide a supportive and compassionate environment to resolve concerns of Sexual Harassment. Any such issues/ complaints can be resolved under the process given herein under.

Redressal Process:

4.8 Informal Resolution:

- a. When an incident of Sexual Harassment occurs, the Aggrieved needs to communicate their disapproval or objections immediately to the Respondent and

request the Respondent to refrain from such activities and behave decently. If the harassment does not stop or if the Aggrieved is not comfortable addressing the Respondent directly, the Aggrieved can bring their concern(s) to the attention of the supervisor, the human resource team, or the ICC for redressal of their grievances. The ICC will thereafter provide advice or extend support to solve the matter informally.

4.9 Formal Resolution:

- a. If the harassment does not stop even after communication of the disapproval or objection to the Respondent by or on behalf of the Aggrieved, then the Aggrieved or a person on Aggrieved behalf, with prior consent of Aggrieved, may make a formal complaint in writing or through e-mail of the alleged incident to any member of the ICC, within 90 (Ninety) days of occurrence of the incident.
- b. After receiving the complaint, ICC will initiate the process to resolve the complaint. The purpose of the ICC is to resolve/redress the complaint. Hence, at the first stage, the ICC will make efforts to resolve the issue through the process of conciliation provided that the Aggrieved agrees for the same.
- c. If the Aggrieved agrees for resolving the complaint through the process of conciliation, the ICC will take steps towards mutually solving the matter between the Aggrieved and the Respondent. However, the time period for such conciliation shall not be more than 30 (Thirty) days after initiation of the process, unless both Aggrieved and Respondent seeks, in writing, more time for conciliation.
- d. In the event the Aggrieved informs the ICC that the terms of the settlement are not being complied with or, if the Respondent continues with the wrongful behaviour after the settlement has been arrived at, the ICC shall proceed to impose such disciplinary action as it deems fit or make an inquiry or forward the complaint to the police.
- e. If the Aggrieved is not willing to resolve the dispute through the process of conciliation or has exhausted such options but failed to reach a settlement, the ICC shall initiate the inquiry into the complaint and intimate the date, time, and place of proceedings of inquiry to all relevant persons.

4.10 Inquiry:

- a. At the commencement of the inquiry, the ICC members shall explain to the Aggrieved and the Respondent about the procedure which will be followed in the inquiry proceedings. The said inquiry proceedings will be conducted in consonance with the principles of natural justice.
- b. After hearing the Aggrieved, the ICC shall draw up a formal document containing the definite allegations charged against the Respondent which shall include:
 - i. copy of the complaint;
 - ii. Statement of all relevant facts; and
 - iii. Supporting documents/list of witnesses.

- c. The ICC shall hand over the formal document to the Respondent within 7 (Seven) working days of hearing the Aggrieved and give the Respondent an opportunity to submit a written explanation, if it is so desired, within 10 (Ten) days of receipt of the same.
- d. In the event the Aggrieved and/or Respondent fail(s) to present themselves before the ICC without any sufficient cause and/ or any prior intimation for three consecutive hearings, the ICC shall, if it deems fit, terminate inquiry proceedings or issue an ex-parte decision on the complaint.
- e. After the completion of the inquiry proceeding in the matter, the ICC will send an inquiry report to the human resources department and or the management of the Company within a period of 10 (Ten) days from the date of completion of the proceedings. The report shall have recommendations on the action to be taken by the human resources department and or the management of the Company.
- f. In case the ICC finds that the degree of offence is covered under the provisions of the Indian Penal Code, 1860 (IPC), then this fact shall be mentioned in its report and appropriate action shall be initiated by the human resources department and or the management of the Company which shall also include the making of a police complaint.
- g. During the course of the inquiry proceedings, the ICC may recommend to the human resources department and or the management of the Company, on its own and/ or at the written request of the Aggrieved, any measures/ action to be taken in the said situation.

4.11 Grievances arising due to acts of third parties:

- a. In case of Sexual Harassment of an Employee of the Company during their employment where such harassment occurs as a result of an act or omission by any third party or outsider over whom the Company has no control (or on whom this POSH Policy does not apply), the Company, will take all steps necessary to assist the Aggrieved in terms of support and preventive action.

4.12 False Allegations:

- a. If the ICC finds that the Aggrieved has made a false allegation of Sexual Harassment, it will be considered a grave violation of this POSH Policy. If any Employee of the Company knowingly or with reckless disregard for the truth makes false accusations of Sexual Harassment and is found guilty by the ICC of furnishing a false complaint then that Employee will face disciplinary action.
- b. If the ICC finds that the witnesses supported the Aggrieved even after knowing that the complaint is false or if the Aggrieved and/or witnesses produced forged or misleading document(s), then the ICC will recommend suitable action to the human resources department and or the management of the Company and thereafter, the Aggrieved and/or witnesses will be liable for appropriate disciplinary action by the management of the Company. However, mere inability of the Aggrieved to prove the complaint against the Respondent will not mean that the complaint is false.

5. REMEDIES AND PENALTIES

5.1 Any Employee of the Company who is found to have violated this POSH Policy (by either sexually harassing another Employee of the Company or by falsely accusing another person of Sexual Harassment) shall be subject to appropriate disciplinary action as deemed fit by the ICC.

It could be either one or a combination of the actions given below:

- a. Written apology;
- b. Transfer to another workplace;
- c. Suspension from employment without pay;
- d. Warning and taking a written bond of good conduct;
- e. Reprimand or censure;
- f. Withholding of promotion till such period as mentioned;
- g. Withholding of pay rise or increments of pay till such period mentioned;
- h. Termination from service;
- i. Undergoing counselling session;
- j. Performing Community service;
- k. Compelling the Respondent to pay a reasonable amount of compensation to the Aggrieved;
- l. Deduction of sum from salary or wages of the Respondent as it may be considered appropriate by the management of the Company to be paid to the Aggrieved. In case deduction from salary / wages is not possible due to absence or cessation from employment, the Respondent can be directed to pay the amount to the Aggrieved; and
- m. Where the perpetrator is an outsider, the Company, in addition to assisting the Aggrieved to initiate action under the IPC or any other law for the time being in force, will also pass and implement necessary orders restricting the perpetrator's entry into the premises and forewarn them of criminal/legal action in case any trauma or threat of any kind is caused to the Aggrieved.

5.2 The compensation payable by the Respondent to the Victim will be determined based on the following factors:

- a. Mental, trauma, pain, suffering and emotional distress;
- b. Medical expenses;
- c. Loss in career opportunity due to the incident of Sexual Harassment;
- d. Income and financial status of the Respondent; and
- e. Feasibility of payment.

6. CONFIDENTIALITY

6.1 The Company understands that it is difficult for the Aggrieved to come forward with a complaint of Sexual Harassment and recognizes the interest of the Aggrieved in preserving the confidentiality of the matter.

6.2 Confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Publication, communication or giving

information to public and media of contents of the complaint, identity and addresses of the Aggrieved, Respondent and witnesses, information related to conciliation or enquiry proceedings, recommendations by the ICC, and action taken by the Employer is treated as confidential and thereof as a consequence prohibited.

- 6.3 However, in order to disseminate information regarding the justice done to the Aggrieved, the Company under this POSH Policy can publish data without disclosing name, address, identity, or any other particulars leading to identification of the persons involved.
- 6.4 The Company, apart from other disciplinary actions shall also recover a sum of INR 50,000/- (Fifty Thousand) as penalty and/or the actual losses and damages occurred, whichever is higher, from any Employee of the Company who violates the confidentiality obligation under this policy.

7. OBLIGATIONS OF THE EMPLOYER AND THE ICC

Employer:

- 7.1 The Employer shall ensure that this POSH Policy be made available to all the Employees of the Company and to all new recruits and they shall sign a statement acknowledging that they have received, read, understood and will abide by this POSH Policy.
- 7.2 Provide a safe working environment at the Workplace which shall include safety from the persons coming into contact at the workplace.
- 7.3 Display at any conspicuous place in the Workplace, the penal consequences of Sexual Harassments and the order constituting the ICC.
- 7.4 Organise workshops and awareness programmes at regular intervals for sensitising the Employees with the provisions of the Act and orientation programmes for the members of the ICC in the manner as may be prescribed.
- 7.5 Provide necessary facilities to the ICC for dealing with the complaint and conducting an inquiry.
- 7.6 Assist in securing the attendance of the Respondent and witnesses before the ICC.
- 7.7 Make available such information to the ICC, as it may require having regard to the complaint made.
- 7.8 Provide assistance to the Aggrieved if she so chooses to file a complaint in relation to the Sexual Harassment under the IPC or any other law for the time being in force.
- 7.9 Cause to initiate action, under the IPC or any other law for the time being in force, against the Respondent, or if the Aggrieved so desires, where the Respondent is not an employee, in the

Workplace at which the incident of Sexual Harassment took place to treat sexual harassment as a misconduct under the service rules and initiate action for such misconduct.

- 7.10 Monitor the timely submission of reports by the Internal Committee.
- 7.11 Include in the director/ annual report of the Company the number of cases filed, if any and their disposal under the Act or where no such report is required to be prepared, intimate such number of cases, if any, to the District Officer.
ICC:
- 7.12 Ensure compliance with the Act and rules made thereunder as amended from time to time and any applicable law.
- 7.13 Undertake all actions in relation to dealing with the complaint, inquiry, recommendations are in compliance with the Act and rules made thereunder as amended from time to time and any applicable law.
- 7.14 Shall in each calendar year prepare, in such form and at such time as may be prescribed, an annual report and submit the same to the employer and the District Officer.
- 7.15 Ensure that the reports drafted by the ICC, to the extent possible contain the following:
 - a. number of complaints of sexual harassment received in the year;
 - b. number of complaints disposed off during the year;
 - c. number of cases pending for more than ninety days;
 - d. number of workshops or awareness programme against sexual harassment carried out; and
 - e. nature of action taken by the employer or District Officer.

8. **POLICY REVIEW AND MODIFICATION**

This Policy can be amended / modified / withdrawn at any point of time without any notice, at the discretion of the ICC.

Schedule I
(Members of the ICC)

As per the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (**Act**) and in pursuance of policy on prevention of Sexual Harassment at the Workplace (**POSH Policy**) of Netprophets Cyberworks Private Limited (**Company**), the Company has constituted the Internal Complaint Committee (**ICC**) for addressing complaints relating to Sexual Harassment.

The Company will ensure that at least one-half of the total members so nominated be women.

As stipulated in the provisions of the Act, in the event the Company sets up offices or administrative units at different places, a separate ICC shall be constituted at all such administrative units or offices.

The ICC consists of the following members:

Sl. No.	Name	Designation	Term	e-Mail/Phone
1	Shivani Gupta	Presiding Officer	3 Years from the date of nomination	shivani@npglobal.in 9811349548
2	Vidhika Lall	Member	3 Years from the date of nomination	Vidhika.lall@npglobal.in 8447900080
3	Rubina Hasrat	Member	3 Years from the date of nomination	rubina@npglobal.in 9873314540
4	Raashi Anand (Founder-NGO Lakshyam)	Independent Member	3 Years from the date of nomination	rashi@lakshyam.co.in 9871200001