

# HUMAN RIGHTS POLICY

[Creyon Bio India India Private Limited]

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## 1. CODE OF BUSINESS CONDUCT

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Creyon Bio India conducts its affairs with the highest standard of integrity, behaviour, and business practices. Such standards of business conduct are very important to the Company, and you need to familiarize yourself with the same. This Code of Business Conduct has been prepared to serve as a guidance on some of the important dos and don'ts for our employees. If you are in any doubt about any matter concerning conduct, integrity or business practice, you should immediately consult your manager or the Human Resource (HR) Business Partner.

Any infringement of these rules will be regarded as a serious breach of Company rules and will be dealt with in accordance with the Company's disciplinary procedure, which may also lead to dismissal **without notice**.

### 1.1 Appearance & Attire Policy

An employee's appearance contributes to the Company's culture and its reputation. Therefore, the Company urges its employees to use common sense and sound judgment when it comes to selecting their work attire. The Company expects its employees to wear neat and appropriate business clothing and maintain adequate personal hygiene whilst at work (including during virtual meetings). Clothing with obscene, offensive or discriminatory slogans or graphics is not permitted at the workplace.

The Company reserves the right to direct employees not to wear certain types of dresses, jewellery and/or badges, if inappropriate for a professional set-up. Managers are expected to inform employees when they are found to be violating this policy. Employees in violation are expected to immediately correct the issue.

### 1.2 Attendance Policy

All employees are expected to report to work as scheduled and on time. If it is impossible for you to report to work as scheduled, you are required to inform your manager within 30 (minutes) of the commencement of your scheduled work hours. If your manager is unavailable, an e-mail should be sent to the HR team.

### 1.3 Inclusion, Equity & Diversity

Creyon Bio India is committed to fostering a diverse and inclusive work environment. We believe that a diverse workforce can broaden workplace knowledge and experience, enhance outputs and help generate innovative ideas and thoughts. Creating an inclusive and professional environment where employees feel comfortable and safe is one of Creyon Bio India's core values.

Our human capital is the most important asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees bring onto the table represents a significant part of not only our culture, but also our reputation and is the Company's achievement. We embrace and cultivate respect, trust, open communications and diversity of thought and people in all our interactions, policies and practices. We strive to attract, develop and retain a workforce that is as diverse as the markets that we serve. This ensures an inclusive work environment that embraces the strength of our differences and allows employees to maximize their potential.

All employees at Creyon Bio India have a responsibility to treat one another with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during

work including at work functions on or off the work site, and at all other Company-sponsored and participative events. Your caring attitude plays an important role in creating a workplace where everyone treats each other with honesty, dignity and courtesy. This fosters an atmosphere of trust, openness, candour and belongingness.

Every employee at Creyon Bio India is responsible for:

- respecting the dignity and diversity of all people;
- creating an inclusive environment that is free from discrimination, harassment and bullying;
- enhancing their awareness of potential unconscious bias and how that might hinder our ability to be more inclusive and collaborative with one another;
- focusing on conscious inclusion to be more intentional with their actions to drive diversity, equity and belongingness.

Employees should strictly refrain from engaging in any kind of conversation, discussion or activity that indicates explicit or implicit bias towards any employee or any section of employees. Employees who believe that they have been subjected to any kind of discrimination that conflicts with the Company's diversity policy and initiatives should seek assistance from their Manager or an HR representative. We will not tolerate threats or acts of retaliation of any kind against any individuals because they report conduct reasonably believed to violate this policy, or in good faith provide information in connection with a report or investigation of any such conduct.

#### 1.4 Equal Opportunities Policy

##### Mission Statement:

Creyon Bio India is an equal opportunity employer. It does not discriminate on the basis of gender, gender identity, pregnancy, childbirth or related medical condition, physical disability, mental disability or any other characteristic protected by Indian law. All employment decisions whether in relation to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment, are based solely on an individual's qualifications, merit, behaviour and performance, subject to the legitimate business requirements of the Company.

##### Disability Inclusion at the Workplace:

All positions at the Company are open to people with all types of disabilities and are published on the career site <https://creyonbio.com/join-us/>, social media and job portals. The job postings would list out the job specifications and the specific skills, knowledge and abilities regarded as essential for performing the functions of the job. So long as a candidate has the requisite skills, knowledge and abilities, the candidate is free to apply for any such role, irrespective of any disability.

*'Persons with Disabilities'* may send their applications directly to Executive Director at [cbi@creyonbio.com](mailto:cbi@creyonbio.com) who will serve as the "Liaison Officer". A *"Person with Disability"* means a person with long term physical, mental, intellectual, or sensory impairment which, in interaction with barriers, hinders his full and effective participation in society equally with others. The Liaison Officer shall oversee the recruitment of differently abled applicants and will be responsible for taking initiatives and providing the requisite support needed to realize the goals of an inclusive and accessible workplace.

##### Reasonable Accommodations:

The Company also endeavors to make reasonable accommodations (i.e., necessary and appropriate modifications and adjustments) for Persons with Disabilities unless the

accommodation would impose an undue hardship on the operation of our business. Such reasonable accommodation may include, but not be limited to acquiring or modifying equipment or devices, modifying assessment and training materials, modifying work schedules and re-assignment to a vacant position.

Employees who need reasonable accommodation should contact HR manager. On receipt of an accommodation request, the HR team will engage in an interactive process with the employee to view possible reasonable accommodation options. Once the application is submitted, the HR team may also ask the employee to have the employee's medical provider fill out a form verifying the need for accommodation. All accommodation requests will be handled on a case-by-case basis and promptly. Every situation is unique and requires a case-by-case analysis of the individual's limitations, restrictions, specific accommodation needs, and the impact the accommodation will have on the job performance and business operations.

Eligible persons may be provided with short-term or long-term accommodations depending on what may be required. Any accommodation, regardless of the length of time it has been provided, may be re-visited, for example, if the eligible person or the Company believes that the accommodation is no longer effective or safe.

#### Other Facilities and Amenities:

The Company strives to ensure that disabled persons and transgender persons are also provided with the necessary infrastructural facilities, safety and security measures and other amenities so as to be able to effectively discharge their employment duties. In this respect, Creyon Bio India will:

- ✓ provide the necessary post-recruitment and pre-promotion training to Persons with Disabilities in order to enable them to effectively carry out their job duties and responsibilities;
- ✓ ensure that all workshops, orientations and course materials provided for post-recruitment and pre-promotion training of its employees are in accessible formats.
- ✓ to the extent possible, consider transfer requests or preferred place of posting of employees with disabilities so as to optimally utilize their services;
- ✓ allow special leave to such persons, if such leave is required in connection with the employee's disability.
- ✓ ensure that its physical infrastructure (buildings, furniture, facilities and services in the building/ campus and transportation) adheres to the applicable accessibility standards. Wherever possible, any new facility that is built or renovated or leased or rented will be evaluated for compliance with accessibility standards as per applicable requirements.
- ✓ ensure that the Company's documents, communication and information technology systems also adhere to the applicable accessibility standards.
- ✓ provide barrier free & accessible work-stations to disabled employees, access from building entrance to their concerned departments and access to common utility areas such as toilets & canteens.

#### Grievances:

Any employee with questions or concerns about this policy or any practices adopted by the Company is encouraged to bring the issues to the attention of Executive Director, Creyon Bio India Private Limited. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including termination of employment.

## **1.5 Conflict of Interest & Business Ethics**

It is the Company's policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to lay out an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

- Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization.
- Holding any interest in an organization that competes with the Company.
- Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and/or your immediate family) and the Company.

## 1.6 **Bullying and Harassment**

Creyon Bio India is committed to promoting and ensuring respect, and dignity at work for all employees. The Company seeks to provide a safe, healthy and fair environment in which all employees can work without any sort of fear. This policy provides protection from bullying and harassment at all levels within the Company and applies to all employees, on or off the premises, and also seeks to protect employees from bullying and harassment by third-parties. This policy applies equally to time spent on Company business away from the office and to behaviour and relationships associated with Company business which affects an employee's ability to carry out their job.

The Company will view any allegation of bullying and harassment seriously and pursue such allegations with appropriate investigation. Should an employee be found to be in breach of this policy, disciplinary action may be taken, up to and including dismissal.

*“Bullying” may be characterized as “offensive, intimidating, malicious or insulting behaviour, or words, an abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient”.*

*“Harassment” may be characterized as “unwanted conduct that violates people’s dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment”. It may be a persistent or an isolated incident, where the actions or comments are viewed as demeaning and unacceptable by the recipient.*



**Examples of bullying and/or harassment include the following:**

- spreading malicious rumours or insulting someone.
- ridiculing or demeaning someone.
- exclusion or victimisation.
- unfair treatment.
- overbearing supervision or misuse of power or position.
- making threats or inappropriate comments.
- deliberately undermining a competent worker by overloading and constant inappropriate criticism
- preventing individual career progression by intentionally blocking promotion or training opportunities.

**NOTE:** The above list is not exhaustive.

**Examples of behaviour that do not constitute Bullying and/or Harassment:**

- performance management.
- formal investigation if an employee fails to follow Company policy or procedure.
- formal disciplinary action following failure to follow Company policy or procedure.

**NOTE:** The above list is not exhaustive.

## 1.7 Alcohol & Substance Abuse

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the Company prohibits the possession, transfer, sale, or use of such materials on its premises, and it requires the cooperation of all employees in administering this policy. Employees are expressly forbidden to consume alcohol during working hours or to bring it onto Company premises. In addition, the Company strongly advises that you do not consume any alcohol in the 8 (eight) hours before reporting for work. The Company holds zero tolerance for the use, possession or consumption, storage, and sale of drugs of abuse on any Company-controlled premises. We forbid all illegal drugs and substances such as cannabis, cocaine, ecstasy, heroin, etc, and also substances that may be legal in themselves but are subject to abuse such as glues and solvents. Creyon Bio India also restricts smoking at work premises, except within designated smoking areas.

You must not report to work or undertake work whilst under the influence of alcohol and/or drugs. If you are in any doubt as to the acceptability of a particular medication, ask your doctor or pharmacist. You will be in breach of this policy if you;

- report for duty or attempt to report for duty having consumed alcohol or any illegal drugs.
- report for duty or attempt to report for duty, in an unfit state due to consumption of alcohol or use of any drug.
- are in possession of or supply alcohol or any drug of abuse in the workplace or whilst on duty.
- refuse to submit to an alcohol or drug test.
- decline or discontinue an approved course of treatment or rehabilitation for an alcohol or drug-related problem without reasonable cause.

## 1.8 Health and Safety

The health and safety of employees and others on Company property is a very important aspect of our organization. The Company intends to comply with all health and safety laws, rules and regulations applicable to our business. To this end, employees should ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscious about workplace safety, including proper operating methods and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to the management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of the management immediately. Periodically, the Company may issue rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected. Any workplace injury, accident, or illness must be reported to the employee's Manager as soon as possible, regardless of the severity of the injury or accident.

## 1.9 Use of Social Media

The Company respects the rights of its employees to use blogs and other social media tools not only as a form of self-expression, but also as a means to further the Company's business. However, it is important that all employees are aware of the implications of engaging in forms of social media and online conversations that are in the name of the Company, reference the Company and/or the employee's relationship with the Company or are done using Company equipment or on the Company network. While using social media, employees must not disclose private or confidential information about the Company, its affiliates, employees, clients, suppliers, customers or its business. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.

While we understand that many employees have personal blogs, websites, wikis, or post to public websites, and we respect your decision to use social media in general, please be extremely mindful of ALL your posts even if they don't appear to be Company related. If you use social media for personal purposes, and you choose to identify yourself as an employee of the Company, you should make clear that the views you express are yours alone and that they do not reflect the views of the Company.

Company maintains the right to monitor Company related employee activity on social networks. If you feel that something you are about to post on social media is questionable under the Company's policies, we recommend that you avoid posting it or certainly check with your Manager or Human Resources first.

## 1.10 Confidentiality

In the course of employment with the Company, employees may have access to "**Confidential Information**" regarding the Company and/or its affiliates, which may *inter alia* include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the company considers proprietary and confidential.

Confidential Information includes any information which is not publicly known. It can concern technology, business, finance, transaction or other affairs of the Company and/or its affiliates. It includes information which is commercially valuable such as trade secrets or business information, as well as personal information. Some other examples of Confidential Information include but are not limited to any document, discovery, invention, improvement, patent specification, formulations, plans, ideas, books, accounts, data, reports, drafts of documents of all kinds, correspondence, client information, lists and files, decisions, information about

employees, strategies, drawings, recommendations, designs, office precedents, policies and procedures, budget and financial information in any form, i.e. physical, electronic, electromagnetic or otherwise.

Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises. It also applies to communications transmitted by the Company's electronic communications. No written document containing confidential information must be left visible where it can be read by anyone. This includes telephone messages, computer prints, letters and other documents. All hardware containing confidential information must be housed in a secure environment. security precautions must be taken in accordance with the Company's policies and procedures.

At the end of the period of employment, employees must return to the Company:

- all confidential information in material form;
- those parts of all notes and other records in whatsoever form, based on or incorporating Confidential Information;
- all copies of Confidential Information and notes and other records based on or incorporating Confidential Information; and
- all of company's property and assets, in the possession or control of the employee.

The obligation of maintaining confidentiality and non-disclosure will continue even after the end of the period of employment or engagement. Any employee found to be in breach of this confidentiality and non-disclosure obligations, whilst employed by the Company will be disciplined, and in serious instances, dismissed. Any ex-employee found to be in breach of this confidentiality obligation may be subject to legal action being taken against them, dependent upon the circumstances of the breach.

### **1.11 Anti-Bribery and Anti-Corruption Policy**

Creyon Bio India is committed to setting up utmost standards for transparency and accountability in all its affairs. The Company strives in attaining this mission through compliance of legal and ethical standards. The Company does not tolerate any form of bribery, embezzlement or corruption, and will comply with all applicable laws pertaining to anti-bribery, fraud and corruption. Every individual or group of individuals associated to the Company in any form, whether employees, consultants, contractors, interns, partner organizations are expected to share this commitment. The Company will not engage in bribery or any form of unethical inducement or payment including facilitation payments and "kickbacks." All employees and individuals acting on behalf of the Company are required to avoid any activities that might lead to, or suggest, a conflict of interest with the activities of the Company.

#### Prohibited Activities:

It is prohibited, directly or indirectly, for any employee or individual acting on behalf of the Company to:

- a) offer, give, request or accept any bribe (i.e., gifts with mala-fide intentions, loan, payment, reward or advantage, either in cash or any other form of inducement), to or from any person or company in order to gain commercial, contractual or regulatory advantage

for the Company, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

- b) offer, promise or make any bribe or unauthorized payment or inducement of any kind to anyone;
- c) solicit business by offering, promising or making any bribe or unofficial payment;
- d) request or accept any kind of bribe or unusual payment or inducement that would not be authorized by the company in the ordinary course of business;
- e) make any facilitation payments to secure or expedite the performance of a routine or necessary action to which the payer of the facilitation payment has a legal or other entitlement.

#### Gifts and Hospitality:

The Company realizes that giving and receiving of gifts and hospitality without any mala-fide intentions, or in other words, where nothing is expected in return helps form positive relationships with third parties where it is proportionate and properly recorded. This does not constitute bribery and consequently such actions are not considered a breach of this policy.

#### Raising a Concern

If an employee or an individual acting on behalf of the Company is offered a bribe, or a bribe is solicited from them, they should not agree to it unless their immediate safety is in jeopardy. Should this be the case, the employee or individual should at first instance contact the employee's Manager as soon as they are able to do so. The employee or individual may be required to give a written account of the events to assist with any investigation. Employees or individuals acting on behalf of the company are encouraged to raise concerns about any instance of bribery or corruption at the earliest possible stage. The employee or individual raising a concern can do so in confidence and without fear of reprisals. All reports raised are taken seriously and, where appropriate, investigated. No employee or individual will be discriminated against in any way as a result of reporting a concern in good faith.

If any instance of bribery or corruption is identified; the Company will take remedial steps immediately. The Company has its own system of investigating violation of service conduct including financial irregularities, corruption, fraud or embezzlement. If the charges are proved, the delinquent may be awarded penalties depending on the gravity of misconduct which may also lead to employment termination.

### **1.12 Use of Company Property**

The Company provides its employees with the use of various property and facilities that are necessary in the performance of their work. The Company, at all times, retains full title and control, including the right of inspection, over such property or facilities.

The Company also prohibits theft or unauthorized possession of property belonging to employees, the Company, and visitors. Accordingly, although the Company may provide offices, furniture, desks, lockers, file cabinets, files, computer disks and files, and other storage devices for its employees, they remain the sole property of the Company at all times, and they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, with or without prior notice.

To facilitate enforcement of this policy, the Company reserves the right to inspect all Company furniture and property, including but not limited to desks, filing cabinets and drawers. Whenever practicable, the Company will conduct the inspection in the presence of the employee. However, in emergencies or other appropriate circumstances, the Company reserves the right to conduct an inspection without the presence of the employee involved. A refusal to permit an inspection requested by Management may result in disciplinary action, up to and including immediate termination. Because an inspection might result in the discovery of an employee's personal possessions, all employees are encouraged to avoid bringing into the workplace any personal property that they do not wish to reveal to the Company. In addition, for security reasons, employees should not leave personal belongings of value in the workplace.

Prior authorization must be obtained before any Company property is removed from the premises.

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## **2. CONDITIONS OF EMPLOYMENT**

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All offers of employment are subject to certain conditions which are set out in your offer letter and employment agreement. This Handbook sets out some additional terms and conditions.

### **2.1 References**

You may be expected to provide suitable references upon request at the time of joining and we reserve the right to contact such persons in order to verify your history and information provided during recruitment.

### **2.2 Eligibility**

Employment is conditional on your eligibility to work in India. You are required to present us with documents that support your eligibility to work within India.

### **2.3 Induction**

All new joiners at the Company undergo an induction to ensure that they are welcomed and motivated to promote our brand. The structure of the induction will vary from role to role and your mentor/manager will facilitate your learning at the Company.

### **2.4 Personal Information**

Upon joining the Company, you would be requested to provide various personal details. The information covers items such as home address, evidence of your age, education, qualifications, skills, your bank account, and previous work experience.

Important events in each employee's history with the Company are also recorded and kept in the employee's personnel file. Regular performance reviews, change of status records, commendations, corrective action warnings and educational attainment records are examples of records maintained. Your personnel file is available for your inspection upon request. Contact your Manager or your Human Resources representative to arrange to examine your personnel file.

You are responsible for notifying a Human Resources representative of any changes in address, telephone number, and/or family status (marriage, birth of child, death, divorce, legal separation, etc.), as income tax status and benefits may be affected by such changes. This is particularly important regarding home address, bank details, marital status, family dependents, nominations etc. Any failure to notify the Company of these changes could result in you not being paid on time

or your benefits not being available when you need them. This responsibility also applies to employees on leaves of absence.

All personal information is treated by the Company in the strictest confidence.

## 2.5 Classification of employees

Dependent on business requirements, employees may be engaged in any one of the following models:

- a. **Full-Time Employees:** The Company engages full time employees who are expected to work exclusively for the Company.
- b. **Part-Time Employees:** Part-time employees are classified as those who work less than 40 (forty) hours per week or who are not contracted to be available every week or are not contracted to be available for the entire work-day.
- c. **Temporary/Fixed Term Employees:** Temporary or Fixed Term employees are those employees who have a contract of employment with a fixed end date, for instance, an employee who is been engaged for a 6- month project.

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## 3. LEAVE AND HOLIDAY POLICY

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The Company recognises the need for its employees to take time-off from work and accordingly provides for various categories of leaves, the details of which are provided below. The Company's leave period runs from 1<sup>st</sup> January to 31<sup>st</sup> December.

### 3.1 Privileged/Annual Leave

An employee shall be entitled to annual leave of 15 days (calculated at the rate of 1 (one) day for every 20 (twenty) days of work performed by the employee). For employees who join during the course of the year, the annual leaves will be credited on a pro-rata basis for the remainder of the year.

Privileged/Annual leave may be carried forward up to a maximum of 45 days. Any leave days in excess of the above at the end of the year shall automatically lapse and be considered as forfeited, without any liability upon the Company.

Privileged/Annual leaves can be taken once accrued and whenever the work schedules permit. The scheduling of leaves is based on Creyon Bio India's operational needs and the requests for vacation and leave of absence of other employees. All leave requests must be approved, in writing, in advance by the employee's manager. An employee who wishes to avail annual leave must give his or her manager at least 10 days advance notice before taking such leave.

### 3.2 Casual cum sick Leave

An employee shall be eligible to 12 paid casual cum sick leaves per year, which can be availed to meet any sudden or unforeseen personal emergencies or on the ground of sickness or accident.

The period of casual leave taken at any time or on any one occasion shall not exceed 3 days, nor shall casual leave be combined with any other leave. Un-availed casual leaves cannot be carried

forward to the next year and shall automatically lapse. Casual leave cannot also be encashed (including upon separation).

With respect to sick leaves, please note the following:

- (a) Unused sick leaves cannot be carried forward from one calendar year to the next. Likewise, unused sick leaves cannot be encashed (including upon separation).
- (b) If an employee is sick, the employee must inform the manager at least within thirty minutes of the beginning of the scheduled work start. In cases where employees are not able to inform in advance, it is expected and required that the employee telephonically informs his / her manager or the HR department regarding the absence and expected duration. Failure to inform the Company may result in such leave being treated as unpaid leave.
- (c) If the employee is sick and wishes to avail more than 3 days of consecutive sick leaves, then a medical certificate must be produced to the Company immediately upon return, failing which, such leaves will be treated as un-paid leaves.
- (d) An employee may use sick leave only for sickness purposes and any abuse of the Company's sick leave policy is considered as dishonesty and may lead to discipline up to and including employment termination.

### **3.3 National & Festival holidays**

Creyon Bio India provides 10 national and festival holidays every year. The holiday calendar will be published at the beginning of each year and will be available on [Creyon Bio India HR Activities](#).

### **3.4 Maternity Leave**

Every female employee who has put in a minimum of 80 days of service in the 12 months preceding the date of the expected delivery shall be entitled to maternity benefits as per applicable law, the details of which are provided below.

- a) Leave of a continuous period of up to twenty-six (26) weeks, out of which, not more than eight (8) weeks shall precede the date of expected delivery of the child, for up to two (2) surviving children;
- b) Leave of a continuous period of up to twelve (12) weeks, out of which, not more than six (6) weeks shall precede the date of expected delivery, for the 3rd and every subsequent child;
- c) Additional leave of up to one (1) month in case of any illness arising out of pregnancy, delivery, premature birth, miscarriage or termination of pregnancy or tubectomy operation;
- d) Leave of up to six (6) weeks immediately following the day of miscarriage or medical termination of pregnancy;
- e) Leave of up to two (2) weeks immediately following the day of tubectomy operation.

### **3.5 Other maternity related benefits**

- a) Receipt of a one-time medical bonus as per applicable laws, unless pre-natal and post-natal expenses are covered under the Company's health insurance policy.
- b) Use of any creche/day-care facility based on any tie up that Creyon Bio India may have with service providers, at the sole risk and liability of the employee.
- c) Up to 2 breaks in a day of fifteen (15) minutes each for nursing the child until the child is fifteen (15) months old.
- d) Ability to work from home (upon returning from maternity leave) for such period(s) as may be determined by the Company, provided that the nature of work performed by the employee can be carried out remotely.

### 3.6 Conditions for availing the maternity benefits:

- a. To avail maternity benefits, employees are required to inform their Manager at least one month in advance.
- b. Weekly offs and holidays falling during the maternity leave period are included as part of the maternity leave.
- c. Maternity leave is not encashable in any manner, under any circumstance, nor can it be accumulated or used in instalments.
- d. Upon return to work from maternity leave, every effort will be made to reinstate the employee into the position that she held prior to the leave. If the same position is not available upon return, the Company may at its sole discretion, place the employee in another available position.

### 3.7 Paternity Leave

A male employee can avail two (2) calendar weeks (including weekends) of paid paternity leave upon birth of the child. This leave is limited to two births and can be taken as one continuous block within the first month of the birth of the child. This leave is not available for encashment or allowed to be carried over.

### 3.8 Adoption Leave

A woman who legally adopts a child below the age of three (3) months shall be entitled to payment of maternity benefit, for a period of twelve (12) weeks from the date the child is handed over to the woman (i.e., the adopting mother).

### 3.9 Leaves for Commissioning Mothers

A Commissioning Mother shall be entitled to payment of maternity benefit for a period of twelve (12) weeks from the date the child is handed over to such Commissioning Mother. *“Commissioning Mother” means a biological mother who uses her egg to create an embryo implanted in any other woman.*

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## 4. PAY AND BENEFITS

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The Company's primary compensation objective is to pay salaries that provide individual opportunity and promote Company profitability. To meet these goals, the Company strives to pay salaries that achieve internal equity, salaries that reflect individual contributions to the Company, and external competitiveness, salaries that reflect the value of a position in the job market. To maintain salaries that are competitive, the Human Resources Department conducts periodic reviews that evaluate market changes and other pertinent business and economic information. When the Company determines that a change is appropriate to maintain the Company's competitive position, salaries are adjusted.

#### **4.1 Salary**

Salaries, as indicated within your offer of employment and employment agreement, are paid monthly by direct credit to your bank account (subject to local payroll deductions), on the last day of each month. In cases where the last day of the month falls on a weekend or a public holiday, the salary shall be paid on the day following the weekend or such public holiday. A full breakdown of pay and deductions is shown on your monthly payslip after your salary has been credited.

#### **4.2 Tax deductions from wages**

The Company will deduct the relevant taxes at source monthly in line with payroll procedures. The annual taxable salary of an employee includes wages, gratuities, fees, bonuses, perquisites, and other income related payments that you receive from the Company.

#### **4.3 Salary reviews**

Salaries are reviewed annually, and any increase is at the sole discretion of the Company. Salary reviews do not necessarily mean an increase will be awarded and any increase is usually rewarded as a reflection of your performance and the Company's performance.

#### **4.4 Overtime**

The Company does not expect its employees to work overtime, although there may be work exigencies that may warrant additional work. Any overtime hours must be pre-agreed by your Manager. For the avoidance of doubt, an employee's log-in and log-out time will not be solely determinative of the actual hours of work performed.

#### **4.5 Other Incentives**

Details of any incentive scheme applicable to you will be discussed at your interview and/or commencement of employment. You will also be told in writing about any incentive scheme for which you are eligible, together with its terms and conditions. All incentive payments are non-contractual and are at the sole discretion of the Company and will be subject to the terms and conditions governing that scheme. Scheme terms and conditions may change at the discretion of the Company (including any eligibility criteria) and an incentive payment in one year shall not guarantee a payment in another year.

#### **4.6 Deduction of Wages**

Any over-payment or other sum you owe to the Company may be deducted by the Company and retained from your salary or other remuneration accrued by you in consideration of your employment. You also agree that upon employment separation, there may be deducted from your final payment of salary (and any other sums that may be payable to you), any sums which you may owe to the Company.

#### **4.7 Expenses**

The Company will reimburse reasonable out-of-pocket expenses properly incurred in performing your duties and these will be paid in the reimbursement cycle, following the approval of expenses. Cash expenses will only be reimbursed on the condition that the appropriate expense claim form is completed and authorized by your Manager, with all receipts attached. All forms/receipts must be properly authorized and returned to the Finance Department by the expense's deadline for each month.

#### 4.8 **Benefits**

Besides applicable statutory benefits such as provident fund and gratuity, you may be eligible to enjoy other benefits offered by the Company. The Company reserves the right to modify, amend, or eliminate any benefit program at any time, as it deems appropriate, in its sole discretion, in accordance with applicable law.

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## 5. PERFORMANCE REVIEW

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Your Manager will review your performance on an ongoing basis throughout the year; however formal reviews will take place annually. The dialogue between you and your Manager will provide an opportunity for you both to reflect on your past and current performance and will allow you to prepare for the future. Appraisal forms are intended to be a fair representation of the dialogue and are referred to as a working document throughout the forthcoming year. The review is intended to help you develop throughout your career, and those involved must be committed to achieving the specific objectives of the review. The purpose of the review process is to:

- assist employees in performing their job to the best of their ability,
- maximizing their job satisfaction;
- identifying individual training needs; and
- highlighting the potential that each employee has, to develop within their current position or in another position.

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## 6. PRIVACY POLICY AND DATA PROTECTION

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Creyon Bio India is committed to respecting the privacy of every person who shares personal information with the Company ("**Personal Information**"). Your privacy is important to us, and we strive to take reasonable care in the protection of the information we receive from you. The purpose of this policy is to give employees an understanding on how we intend to collect, store, transfer and use the information that employees provide to us.

### 6.1 **Employee Consent**

By providing information, the employee hereby consents to the collection, storage, disclosure, processing and transfer of such information for the purposes as disclosed in this policy. The employee is providing the information out of the employee's own free will. The employee hereby consents that the collection, disclosure, storage, processing and transfer of any Personal Information or any other information as disclosed under this policy shall not cause any loss or wrongful gain to the employee if the same is used for the purposes as stated in this policy.

The employee will have the option not to provide the data or Personal Information sought to be collected if the employee does not agree with this policy. Further, the employee will have the

option to not provide consent, or withdraw any consent given earlier, provided that the decision to not provide consent / withdrawal of the consent is intimated to the Company in writing. If the employee does not provide the employee's Personal Information or withdraws the consent to provide the Company with any of the employee's Personal Information at any point in time, the Company shall have the option not to provide the benefits for the purpose of which, the said Personal Information was sought.

## **6.2 Personal Information and its Usage**

Creyon Bio India may collect, disclose, process and transfer an employee's Personal Information to:

- enable the functioning of the Company's business;
- maintain the employee's employment records, and provide the employee with related benefits and services and to engage in/ carry out the activities that would enable and assist in providing the employee the benefits and any services arising out of such employment;
- transfer information about the employee if the Company is acquired by or merged with another company;
- administer or otherwise carry out the Company's obligations in relation to any agreement that the employee may have with the Company;
- respond to subpoenas, court orders, or legal process, or to establish or exercise the Company's legal rights or defend against legal claims; and
- to investigate, prevent, or take action regarding illegal activities, suspected fraud, violations of the website or as otherwise required by law.

The Company may also remove all personally identifiable information and use the rest of the data / information for historical or statistical purposes.

## **6.3 Authorization**

The employee authorizes the Company to transfer, share, part with the employee's Personal Information, across borders and from the employee's country and jurisdiction to any other countries and jurisdictions across the world, with the Company's affiliates / agent / third party service provider / partners and other agencies for purposes specified under this policy or as may be required by law.

## **6.4 Security**

The security of an employee's Personal Information is important to the Company. The Company has adopted reasonable security practices and procedures to ensure that the Personal Information collected is secure. While the Company will endeavor to take all reasonable and appropriate steps to keep secure any information which the Company holds about its employees and prevent unauthorized access, the employee acknowledges that no electronic medium / security measure is 100% secure and that the Company cannot provide any absolute assurance regarding the security of employee Personal Information. The Company will not be liable in any way in relation to any breach of security or unintended loss or disclosure of information.

## **6.5 Access**

If an employee needs access to the employee's Personal Information or wants to update or correct the employee's Personal Information for any reason, the employee may send such requests, updates and corrections to [cbi@creyonbio.com](mailto:cbi@creyonbio.com) and the Company will take all reasonable efforts to provide the employee with access to the employee's Personal Information and incorporate the changes within a reasonable period of time. In the event the employee wishes to know the names and addresses of the third parties to whom an employee's Personal Information has been disclosed to, the employee may request the Company for such information.

## 6.6 Grievance Officer

If an employee finds any discrepancies or have any grievances in relation to the processing of information under this Policy, the employee may contact Executive Director and the Company will endeavor to respond within an appropriate timeframe.

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## 7. PREVENTION OF WORKPLACE SEXUAL HARASSMENT

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### 7.1 Objective:

The Company prohibits 'sexual harassment' as defined under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 ("PoSH Act") and follows a strict zero tolerance policy with respect to the same. This Prevention of Workplace Sexual Harassment Policy has been formulated in order to (a) prevent, prohibit and deter the commission of acts of sexual harassment at the workplace and (b) to provide a fair and efficient procedure for the redressal of complaints pertaining to sexual harassment.

Although the law is restricted to the protection of women against sexual harassment at the workplace, the Company recognizes that all genders must be afforded equal protection against harassment and accordingly has adopted a gender-neutral policy. We are also dedicated to ensuring the enactment, observance, and adherence of this policy and other best practices to prevent acts of sexual harassment.

### 7.2 Applicability:

This policy applies to all employees (irrespective of their gender) including regular, temporary, ad hoc or daily wage employees as well as to independent contractors and those engaged through an agent, including a contractor. This policy also extends to contract workers, probationers, trainees, apprentices, interns etc. This policy not only covers instances where sexual harassment occurs to an employee/independent contractor/contract labourer as a result of an act by another employee/independent contractor/contract labourer of the Company but also covers instances where one party may be an outsider. For example, actions of an employee that affect third parties, vendors and outsiders while on official duty will fall under the purview of this policy.

### 7.3 What is sexual harassment?

Sexual harassment includes one or more of the following unwelcome 'sexually' determined behavior (whether directly or by implication):

- a) Physical contact and advances; or
- b) A demand or request for sexual favours; or
- c) Sexually coloured remarks; or
- d) Showing pornography; or
- e) Any other unwelcome physical, verbal, or non-verbal conduct of a sexual nature.

Sexual harassment also includes:

- a) an implied or overt promise of preferential treatment in employment; or
- b) an implied or overt threat of detrimental treatment in employment; or
- c) an implied or overt threat about present or future employment status; or
- d) interference with work or creating an intimidating, offensive, or hostile work environment;  
or
- e) humiliating treatment likely to cause health or safety problems.

Such conduct can be demeaning and amounts to sexual harassment when the complainant has reasonable grounds to believe that the employee's objection would disadvantage the employee in connection with employment, including recruiting or promotion, or when it creates a 'hostile working environment'.

Sexual harassment whether *quid pro quo*, overt or subtle, is strictly prohibited under this policy.

- a) **Quid pro quo** (meaning "this for that") form of harassment, typically involves a person of authority, but not limited to the superior of the victim who demands sexual favours for *inter alia* getting or keeping a job benefit and/or threatens to fire the employee if the conditions are not met.
- b) A **hostile work environment** arises when a hostile, intimidating, offensive or humiliating work environment is created through verbal or physical conduct (in connection with a sexual conduct) that interferes with another employee's job performance and/or is experienced as an attack on one's personal dignity.

#### 7.4 What is 'workplace'?

The 'workplace' is not restricted to the four walls of a workplace. It includes any place visited by the employees 'arising out of or during the course of employment' including transportation provided by the employer for undertaking any journey. For the avoidance of doubt, this policy may also apply to remote working scenarios.

#### 7.5 Complaint mechanism:

Any person covered under this policy who believes that such person has been sexually harassed at the workplace can lodge a complaint in accordance with the procedure set forth below.

- a) Tell the accused that his / her behavior is unwelcome and ask him / her to stop. If the behaviour ceases, the employee may choose not to file an official complaint.
- b) Irrespective of whether the individual has communicated his/her non-approval of the conduct to the respondent, the individual may choose to file a formal complaint.
- c) Women are required to file the complaint with the Internal Complaints Committee (ICC) constituted in accordance with the PoSH Act (please see more details in the following sections).
- d) Other employees may file the complaint with their Manager and the Human Resources and the matter will be looked into in accordance with the disciplinary procedure applicable for all other types of misconduct.

The complainant should ideally keep a record of the incidents (date, time, locations possible witness). While it is not mandatory to have a record of events to file a complaint, a record can strengthen the complainant's case and help the complainant remember the details over time.

## 7.6 Internal Complaints Committee (ICC)

In compliance with the PoSH Act, the Company has constituted an Internal Complaints Committee ("ICC") to redress complaints pertaining to sexual harassment of women at the workplace. A female complainant may reach out to the ICC at [icc\\_cbi@creyonbio.com](mailto:icc_cbi@creyonbio.com). The details of each of the ICC members' along with their contact information has also been posted on the compliance notice board and is also available on the link [ICC at CBI](#). If you have any questions about how to personally contact any member of the ICC, you can ask your Manager or a member of Human Resources for assistance. You should however ensure that you not divulge the specifics of the complaint to such individuals when seeking information regarding the ICC members.

## 7.7 Submission of a complaint to the ICC:

- a) The female complainant is required to make the complaint of sexual harassment in writing or *via* email to the ICC as soon as possible, not later than three months from the date of occurrence of the alleged incident constituting sexual harassment (in case of a series of incidents, not later than a period of 3 months from the date of the last incident).
- b) The written complaint can be made to any member of the ICC. If the complainant is unable to submit the written complaint, the ICC will render reasonable assistance to submit the complaint in writing.
- c) The complainant shall provide the details of the incident, supporting documents, names of the witnesses if any.
- d) If the complainant is unable to make a complaint on account of physical or mental incapacity or death, the legal heir / relative/ friend/ co-worker, any person with the knowledge of the case with the written consent of the female complainant can raise the complaint in writing.
- e) Any Manager or employee of the Company who becomes aware of an incident of sexual harassment should promptly report the same to Human Resources so that they can take the necessary steps to ensure compliance of this policy.

## 7.8 Intermediate action pending investigation:

Based on request by the complainant and considering *inter alia* the safety, medical condition, of the persons involved, the management may on recommendation by the ICC, at any point in time of the investigation, take some interim measures including transfer of the complainant or the respondent to any other workplace.

In the event that the accused is the complainant's manager, the Company shall review the possibility of relocating the employee within the organization and ensure that the complainant is not subject to appraisal by the accused. Where the accused is an outsider, the accused shall not be allowed to enter the Company premises except for the purpose of attending the inquiry process.

## 7.9 Conciliation

Before the ICC initiates an inquiry, the female complainant may request the ICC to take steps to settle the matter through conciliation. The complainant will be fully apprised of the process of conciliation, and this will be completely at the discretion of the complainant. No monetary settlement shall be made in connection with the conciliation. Where a settlement is arrived at, no

further inquiry shall be conducted by the ICC. All individuals concerned are expected to report to the ICC in case any terms of the settlement have not been complied with by the other party.

#### **7.10 Dealing with the complaint:**

If no settlement is reached during the course of conciliation or if the complainant chooses not to conciliate the matter, the ICC will proceed to make an inquiry into the complaint. As part of the inquiry process, the parties will be given an opportunity of being heard and a copy of the complaint and other written statements shall be made available to both parties enabling them to make representations. The ICC will provide every reasonable opportunity to the complainant and to the respondent to put forward and defend their respective cases. The members of the ICC shall be at liberty to put such questions to the parties as they may deem fit.

For the purpose of making an inquiry, the ICC shall have the same powers as are vested in a civil court the Code of Civil Procedure, 1908 (5 of 1908) when trying a suit in respect of the following matters, namely:

- (a) summoning and enforcing the attendance of any person and examining him on oath;
- (b) requiring the discovery and production of documents; and
- (c) any other matter which may be prescribed.

The ICC shall have the right to terminate the inquiry proceedings or to give an ex-parte decision on the complaint, if the complainant or respondent fails, without sufficient cause, to present herself or himself for 3 consecutive hearings convened by the Presiding Officer of the ICC.

Neither the complainant nor the respondent shall be allowed to bring in any legal practitioner to represent them in their case with respect to a complaint at any stage of the proceedings before the ICC.

#### **7.11 Inquiry Report and Disciplinary Action Post Inquiry / Investigation**

Upon conclusion of the inquiry, the ICC or the respective investigating officer (as the case maybe) shall submit an inquiry report to the management. The report of the ICC or the respective investigating officer shall be deemed to be the inquiry report for purposes of any disciplinary rules applicable to the employee against whom a complaint was made. If after considering the case presented by both the parties, the ICC or the respective investigating officer comes to a finding that no case of sexual harassment exists, it shall make a report to that effect, giving the reasons for arriving at such a finding.

If the ICC comes to a finding that a case of sexual harassment is found, it shall make a report to that effect and make recommendations for disciplinary action. The disciplinary action recommended by the ICC shall be commensurate with the severity of the sexual harassment. The disciplinary action that may be taken against the perpetrator can be, but is not limited to, the following:

- Counselling
- A written reprimand
- Compensation, if any, as arrived by order of the court or for loss in employment of complainant due to sexual harassment
- Suspension, with or without pay
- A transfer, if it is not reasonable for the people involved to continue working together
- A demotion
- Withholding of increment and/or incentives, removal of people management responsibilities, withholding of promotion, career movement, onsite assignment for a specific period

- Dismissal of services

The ICC may also recommend the Company to deduct from the salary or wages of the respondent, such sum of compensation to be paid to the aggrieved woman or to the legal heirs of such aggrieved woman.

Where the investigation has proven the allegation, a record of the disciplinary action and correspondence with the respondent will be kept on the personnel file of the respondent. This information will also be used and / or disclosed as required by applicable law.

#### **7.12 Protection against retaliation:**

Regardless of the outcome of a complaint made in good faith, the employee(s) lodging the complaint and, any person providing information, or any witness(es), will be protected from all forms of retaliation. While dealing with complaints of sexual harassment, the ICC or the inquiry officer (as the case may be) shall ensure that neither the complainant nor the witness(es) are victimized or discriminated against/by the accused and/or other employees. Any unwarranted pressures, retaliatory, or any other type of unethical behavior from the accused or other colleagues against the complainant, while the investigation is in progress, should be reported by the complainant to the ICC or the inquiry officer (as the case may be) as soon as possible. Any act of reprisal, including internal interference, coercion, and restraint, by the accused, whether directly or indirectly, will result in appropriate action against the accused by the management in consultation with the ICC or the inquiry officer (as the case may be).

#### **7.13 Confidentiality:**

Reports of alleged harassment will be treated with utmost confidentiality. Those involved in investigating a complaint shall only disclose information as necessary in connection with the investigation. Information may however be disseminated regarding the justice secured to any victim of sexual harassment under law without disclosing the name, address, identity or any other particulars calculated to lead to the identification of the aggrieved woman and witnesses. If any person entrusted with the duty to handle or deal with a complaint, inquiry or any recommendations or actions under law, contravenes the confidentiality obligation, such person shall be liable to punishment as per applicable law and may be subjected by the Company to disciplinary action.

#### **7.14 Complaints made with malicious intent:**

This policy has evolved as a tool to ensure that in the interest of justice and fair play, our employees have a forum to approach in the event of instances of sexual harassment. However, if upon investigation it is revealed that the complaint was made with malicious intent and with the motive of maligning the concerned individual, tarnishing the individual's image at the Company and/or to settle personal / professional scores, strict disciplinary action will be taken against the complainant.

#### **7.15 Company's Discretion**

This policy is implemented in the sole discretion of the Company, and it may be modified or amended at any time in the sole discretion of the Company.

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## **8. DISCIPLINARY POLICY**

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Creyon Bio India requires high standards of conduct from all our employees. Employees are expected to conduct themselves in a professional manner at all times; demonstrating a positive attitude and respect for co-workers, customers and partners.

## 8.1 Misconduct

Misconduct may result in immediate dismissal without any notice or payment in lieu of notice. The following are examples of conduct often falling within this category:

- theft, fraud or other dishonesty and deliberate falsification of records;
- violence, threats of violence, or fighting;
- bullying, harassment or victimization of employees or others;
- deliberate damage to Company property;
- taking or giving of bribe or any illegal gratification whatsoever;
- unreasonable failure to follow instructions/insubordination;
- bringing the Company into serious disrepute;
- being incapable of working properly during working hours under the influence of alcohol or non-prescribed drugs.
- habitual negligence or neglect of work that causes or might cause unacceptable loss, damage or injury;
- giving misleading or untrue information during the recruitment process or during the course of employment;
- disorderly, offensive or indecent conduct;
- serious breach of health and safety rules;
- serious breach of Company policies on use of computers and software or use of e-mail and the internet.
- engaging in unauthorised employment during hours when contracted to work for the Company or during sick leave;
- habitual absence from employment;
- Unauthorised absence or overstaying of sanctioned leaves;
- failure to follow Company policies or procedures.
- unauthorised disclosure of confidential information.
- Using abusive/offensive language.
- failure to conduct in the best interests of the Company;
- poor timekeeping

**NOTE:** The above list is NOT exhaustive.

## 8.2 Action for Misconduct

An employee's failure to follow the standards and other rules, practices, policies, and guidelines, including those not specifically mentioned in this policy, may result in disciplinary action, up to and including termination of employment. While the Company may take into account the gravity of the misconduct, the previous record, if any, of the employee and any other extenuating or aggravating circumstances that may exist, any action taken against an employee who has misconducted will be at the sole discretion of the Company. Disciplinary action taken for misconduct may include, but is not limited to the following:

- a) warning, censure or caution
- b) Fine
- c) Suspension with or without pay
- d) Stoppage of one or more increments, prospectively or retrospectively
- e) Demotion or reduction to a lower post  
Dismissal from service / termination from service

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## 9. EMPLOYEE GRIEVANCE REDRESSAL POLICY

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### 9.1 Purpose and Objective

Creyon Bio India believes that open communication and feedback are essential elements of a satisfying and productive work environment. The Company has therefore formulated this Employee Grievance Redressal Policy reinforcing the Company's commitment towards providing a fair and equitable work environment for all its employees. The broad objectives of this Policy are to:

- provide efficient and effective grievance redressal for all employees and lay down the procedure thereof;
- to create and promote a culture of fairness, trust and justice within the organization;
- establish the protocol to enable the organization to resolve grievances effectively, promptly, quickly and in a time bound manner;
- to promote collaboration amongst employees by addressing and resolving discontent.

### 9.2 Scope and Application

This policy shall apply to all employees of the Company. While most workplace issues may be resolved informally, in cases where a problem may be of a sufficiently serious nature to be termed as a 'grievance', the framework provided under this policy would apply. "**Grievance**", under this policy refers to a concern, problem, dis-satisfaction or complaint that arises regarding matters connected with one's employment with the Company, including but not limited to an employee's work, working conditions, reporting relationships etc. For example, a grievance may arise out of an act, omission, situation or decision that the employee thinks to be unfair, discriminatory or unjustified. For the avoidance of doubt, the following shall NOT be treated as a "grievance" under this Policy:

- i. Complaints relating to sexual harassment of women at the workplace<sup>1</sup>
- ii. Grievances pertaining to or arising out of any disciplinary action taken against an employee under the disciplinary process of the Company
- iii. Grievances in connection with termination or dismissal.

### 9.3 Procedure

The procedure outlined in this policy aims to achieve consistent treatment in the handling of employee grievances and seeks to provide a procedure to follow when such grievances arise. The following procedure will also ensure that employee grievances are addressed in an effective, efficient and time-bound manner.

#### Level One

Any employee with a grievance may raise the issue with the employee's Manager. This should be done in the form of a written complaint, with a copy marked to HR & Operations Manager and Executive Director. In case the matter involves a policy related issue, the grievance shall be referred to Executive Director, who will redress the grievance. The employee's Manager/HR, as the case may be, will arrange a meeting with the complainant as soon as practicably possible and the employee shall attend such meeting. The manager or the HR (as the case maybe) shall

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<sup>1</sup> Such grievances shall be directed to the ICC. Please refer to the anti-sexual harassment policy of the Company for more details.

investigate the matter ordinarily within a period of 30 days from the date of receipt of the grievance and shall communicate the outcome of the investigation to the complainant.

### Level Two

If an employee is unsatisfied with the result of the grievance procedure set out in Level 1 above, or if the employee chooses to file the grievance with the Grievance Redressal Committee (**GRC**) constituted by the Company directly, the employee may submit a formal grievance to the GRC at [grc\\_cbi@creyonbio.com](mailto:grc_cbi@creyonbio.com). The GRC shall consist of the following members:

Name of member	Designation	Contact
<b>Jeyaprakashnarayanan Seenisamy</b>	Executive Director	+91 9845099195 <a href="mailto:jp@creyonbio.com">jp@creyonbio.com</a>
<b>Priyanka Vijayakumar</b>	HR and Operations Manager	+91 9742764229 <a href="mailto:priya@creyonbio.com">priya@creyonbio.com</a>
<b>Nathan Billings</b>	Chief Strategy Officer Creylon Bio, Inc.,	<a href="mailto:nathan@creyonbio.com">nathan@creyonbio.com</a>
<b>Jason Ferrone</b>	Chief Operating Officer Creylon Bio, Inc.,	<a href="mailto:jason@creyonbio.com">jason@creyonbio.com</a>

The employee may submit the employee's grievance in writing and may submit the same in any format, provided that the matter is communicated with clarity and consistency. A meeting will normally be arranged as soon as is reasonably practicable and no later than fifteen working days from the date of receipt of the grievance. Upon receipt of the grievance, the GRC will gather facts and information about the grievance to determine whether the grievance is well-founded. If the grievance is determined to be well-founded, the GRC will actively look for a solution, without causing disproportionate difficulty for the organization or other employees. In case the matter requires an elaborate assessment, the investigation may extend up to 60-90 working days.

Details of the outcome will be shared with the complainant. The outcome will depend upon the nature of the grievance and the procedure followed to address the grievance. For example, where an investigation results in the finding that a person has engaged in misconduct, that person may be disciplined. The Company may also take a wide range of other non-disciplinary actions to resolve a grievance. For example, a change in work arrangements, imparting trainings etc.

## 9.4 Appeal

Within 7 working days of receipt of the outcome from HR Manager, the grievant can file an appeal to the GRC citing the reasons for dissatisfaction along with further supporting material, if available or highlighting potential adverse implications of the decision of the GRC. The GRC shall consider the appeal and inform its final decision within 10 working days of receipt of the appeal. If the grievant is un-satisfied with the decision of the GRC upon appeal, the grievant may make a second appeal to Jason Ferrone, Chief Operation Officer, Creylon Bio, Inc., who will look into the matter within 30 days of receipt of the appeal and communicate the final outcome to the grievant. The decision of the Jason Ferrone, Chief Operation Officer, Creylon Bio, Inc., on second appeal will be final.

## 9.5 Prohibition of retaliation against employees

Employees shall not face retaliation or any adverse effects to employment or workplace conditions on account of raising grievances or participating in such procedures. Any retaliatory action taken in violation of this policy will lead to strict disciplinary action including employment termination.

#### 9.6 Confidentiality

Confidentiality shall be maintained with respect to complaints received and all reports and records in connection with the investigation shall be treated as confidential, except when required to be disclosed under any legal obligation. In terms of the investigation, it may be necessary for the investigating officers to speak with other employees to determine what happened and to afford fairness to those against whom the complaint has been made and to resolve the grievance. To that extent, the confidentiality obligation shall not be considered to be breached.

#### 9.7 Company Discretion

The Company reserves the right to modify, alter, delete or terminate this Policy as and when considered necessary for the efficient conduct of the Company's business.

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## 10. FLEXIBLE WORK POLICY

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#### 10.1 Policy brief & purpose

This Flexible Working Policy outlines the guidelines for Creyon Bio India employees who work remotely and/or on a hybrid basis. This policy applies to all employees of the Company, except for employees who are expected to work out of office at all times.

The Company reserves the right to decide whether an employee shall be eligible for flexible working and also reserves the right to discontinue the same at any point in time, with or without notice.

#### 10.2 Eligibility for remote work

Remote working from a country other than India (even for a temporary period) is not allowed under this policy. Some employees of the Company may at the discretion of the Company, be permitted to work remotely or on a hybrid basis either permanently or on a temporary basis. The terms of this policy shall apply to all such flexible working scenarios. The Company reserves its right to revoke such flexible working arrangements at any time with or without notice.

Eligibility for flexible work shall depend on various factors including but not limited to:

- Business requirements of the Company;
- Nature of work performed by the employee and feasibility to carry out such work remotely.

All remote/hybrid work must receive prior approval from the respective Managers, HR and Head of India. In certain circumstances such as the pandemic, it may become necessary for the Company to instruct its employees to work from home for a certain period of time. Whenever such *force majeure* events occur, any additional terms and conditions, arrangements or support will be communicated to the employees separately.

#### 10.3 Application for remote work

Employees of the Company who wish to work remotely or on a hybrid basis must submit their request for the same to the relevant manager marking a copy to the Human Resources department. Such requests shall be made at least 30 days in advance, except in cases where it may not have been reasonably possible to do so. The request will be taken into consideration by the management and may be accepted or rejected based on various factors and the decision will be communicated to the employee.

#### **10.4 Impact of flexible working on other employment terms**

Flexible working does not change or alter the existing terms and conditions of employment as specified in the employment contract, unless specifically agreed to otherwise. Irrespective of the flexible work arrangement, the employee will continue to report to the employee's base location as specified in the employee's employment contract.

#### **10.5 Expectations when employees are working remotely**

Employees must be available throughout the regular work timings while working remotely. Irrespective of the work location, employees are expected to adhere to work schedules, deadlines and uphold all standards of work. No overtime work shall be undertaken, unless explicit permission is received from the manager. Nothing in this policy shall prevent the Company from requiring its employees to report in-person for meetings or any other requirements.

#### **10.6 Communication**

All official communication shall take place only on authorised applications and channels, following Company protocols. These channels of official communication shall be used only for work and work-related communication.

#### **10.7 Monitoring employees' work**

The Company reserves the right to monitor the work of its employees working remotely or on a hybrid basis, as deemed fit. The Company may also monitor any equipment that is provided to the employee and the Company shall have the right to monitor the employee's activities on the same.

#### **10.8 Confidentiality**

Employees shall be expected to maintain the same level of confidentiality of work as in the office, during remote work and/or hybrid work.

#### **10.9 Compliance with Policies**

All Creyon Bio India employees working remotely or on a hybrid basis (whether on a temporary or permanent basis) must follow the Company's policies as set out in this Employee Handbook besides the employment agreement executed by the employee with the Company.

#### **10.10 Compensation and benefits**

Compensation is determined by the job role and shall be as set out in the employment agreement executed with the Company. Health insurance, PTO and other individual or group benefits are not altered by a hybrid or remote working arrangement. Except as explicitly set out in this policy, the Company shall NOT be responsible for any associated costs of employees working from home, including the costs for setting up a home-office or expenses for internet, electricity etc.

#### **10.11 Leave & Holidays**

Irrespective of the employee's work location, the leaves and public holiday requirements as applicable to your designated office will apply.

#### **10.12 Standards for remote workspace**

- The working space must adhere to sufficient standards of health and safety.
- A stable internet connection that is adequate for the job shall be commissioned.
- Use only official and authorised accounts for official purposes.
- Take proper measures to secure Company information, assets and systems.
- Take sufficient measures to ensure protection of Company's assets/equipments.
- Adhere to Company's data privacy and security policies, as applicable.

#### **10.13 Equipments**

The Company will provide its employees with all equipment that is essential for performing their job duties, such as laptops, headsets and cell phones (when applicable.) The IT support team will install VPN and Company-required software when employees receive their equipments. Secondary equipments such as printers and screens will not be provided for remote or hybrid work purposes.

Employees working from home shall use Company provided equipments exclusively for business requirements and shall take due care of such equipments. Any damage to the equipments, owing to an employee's negligence may be subject to disciplinary action and consequent penalty. The Company is also within its rights to offset any such damage amount against amounts owed to the employee. In case of any technical difficulties, employees working from home shall contact the IT team.

#### **10.14 Health and safety considerations**

Employees must ensure digital as well as physical safety and adhere to the following:

- Keep their equipment password protected;
- Store equipments in a safe and clean space when not in use;
- Follow all data encryption, protection standards and settings;
- Refrain from downloading suspicious, un-authorized or illegal software;
- Avoid using public Wi-Fi networks;
- Keep confidential information in locked file cabinets and desks.

Upon termination of employment, all Company property will be returned to the Company, unless other arrangements have been made.

#### **10.15 Termination of Flexible Working**

The Company reserves the right to withdraw or modify the flexible working arrangement at any point in time, at its sole discretion.

#### **10.16 Failure to comply with Policy**

Failure to comply with the provisions of this policy may result in discontinuation of flexible work arrangements and/or result in disciplinary action including employment termination, as the Company may deem fit.

#### **10.17 Company Discretion**

This Employee Flexible Working Policy may be altered, modified or terminated by the Company at any time at its sole discretion.

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## **11. SEPARATION POLICY**

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### **11.1 Notice**

If you wish to resign, you must provide written notice addressed to your manager and comply with other applicable conditions relating to voluntary termination of employment per your contract of employment. The notice period is as stated in your contract of employment. The Company will write to you and will confirm your separation date. The Company will also inform you of any arrangements for handing over Company property/equipments and other contractual details. Similarly, the Company will provide confirmation in writing of its decision to terminate your employment, and notice will be as specified in your employment agreement. However, where the termination is for misconduct, no notice will be given.

### **11.2 Pay In Lieu of Notice**

The Company will make payment in lieu of notice if the termination is with immediate effect. However, if an employee's employment is terminated on account of misconduct, the Company will not be required to pay any compensation to the employee, or any payment in lieu of notice.

### **11.3 Full and Final Settlement**

The full and final settlement is typically carried out along with the payroll following the employee's exit, subject to the employee having complied with all the exit formalities.

### **11.4 Withdrawal Of Resignation**

Once an employee's resignation has been accepted, the same cannot be withdrawn by the employee and the Company is not bound to retain the employee.

### **11.5 References**

Reference requests from ex-employees should be directed to the Human Resources department. If you are approached for a reference, please seek advice from the Human Resources department.

### **11.6 Outstanding Annual Leave Entitlement**

If you want to take any outstanding annual leave entitlement during the notice period, this must be agreed upon with your Manager. Any remaining annual leave entitlement owed at the end of the notice period will normally be paid to you with your full and final settlement, subject to the Leave & Holiday Policy. Where leave in excess of your pro-rated entitlement has been taken before your separation date, an amount equivalent to the value of those days taken above your entitlement will be deducted from your final pay.

### **11.7 Other Outstanding Amounts**

Where debts are due to the Company, deductions from pay will be made.

### **11.8 Returning Company Property**

On leaving the Company, you are responsible for returning all Company property to your manager or to such other person as notified.

#### 11.9 **Superannuation**

Employees will normally be required to retire at the age of 60 (sixty) years.

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