

Anti-Sexual Harassment Policy

- 1 This Anti-Sexual Harassment Policy (“**Policy**”) has been issued in compliance with the provisions of “Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013” (“**Act**”) and the rules framed thereunder.
- 2 **Objective:** The Policy’s objective is to (i) protect Employees (*as defined hereinafter*) against Sexual Harassment (*as defined hereinafter*); and (ii) prevent and redress Sexual Harassment complaints.
- 3 **Applicability:** The Policy is applicable to the Employees working at Company’s Workplace (*as defined hereinafter*) and deals with all the incidents and complaints of Sexual Harassment at Workplace, arising out of or during the course of Employee’s employment/engagement with the Company including while the Employees are liaising with the Company’s clients or suppliers or any other business associates in the course of business transactions. The Policy shall be deemed to be incorporated in the service conditions of all Employees and will come into effect from 15th August 2015.
- 4 **Interpretation:**
 - a ‘**Employee**’ means any person who is on the rolls of the Company or engaged at a Workplace for any work of the Company. Such person may be employed/ engaged on regular, temporary, ad hoc or daily wage basis, either directly or through an agent or a contractor or consultant. It does not matter (i) whether or not such person is working for remuneration or on voluntary basis or otherwise; and (ii) whether the terms of employment are express or implied. Further the term ‘Employee’ shall include a permanent employee, co-worker, a contract worker, probationer, trainee, apprentice or called by any other such name.
 - b “**Workplace**” includes the office(s) premises of the Company as set out in **Schedule 1** and any place visited by the Employee arising out of or during the course of employment including transportation provided by the Company for undertaking such journey.
 - c All capitalized terms used in this Policy and not defined herein but which are defined in the Act or rules thereunder shall have the meanings respectively assigned to them therein.
- 5 **What Constitutes Sexual Harassment?**

“**Sexual Harassment**” includes any one or more of the following unwelcome acts or behavior (whether directly or by implication) namely (i) physical contact and advances; or (ii) a demand or request for sexual favours; or (iii) making sexually coloured remarks; or (iv) showing pornography; or (v) any other unwelcome physical, verbal, or non-verbal conduct of sexual nature.

The following circumstances, among other circumstances, if it occurs or is present in relation to or connected with any act or behaviour of Sexual Harassment may amount to sexual harassment: (i) implied or explicit promise of preferential treatment in employment; or (ii) implied or explicit threat of detrimental treatment in employment; or (iii) implied or explicit threat about Employee’s present or future employment status; or (iv) interference with work or creating an intimidating or offensive or hostile work environment for the Employee; or (v) humiliating treatment likely to affect health or safety.

Explanation: For the purpose of this Policy: (i) Sexual Harassment could be done by a person either singly or in group with others; (ii) Sexual Harassment could be directed to either male or female Employees; (iii) any aggrieved Employee who alleges to have been subjected to any act of Sexual Harassment shall be referred to as “**Complainant**” and a person against whom the Complainant has made a complaint shall be referred to as “**Respondent**”; and (vi) a hostile environment may be created either through unwanted verbal acts or nonverbal acts.

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6 What to do in case an incidence of Sexual Harassment occurs?

- a When incidence(s) of Sexual Harassment takes place, the Complainant must disapprove the Respondent's behaviour immediately and ask the Respondent to behave decently. Non-compliance with this sub-clause does not lessen in any way the right of the Complainant from seeking remedies as provided under the Act, its Rules, this Policy and any other remedy available to a Complainant.
- b The Complainant must keep a record of incidents (*dates, times, locations, possible witness, nature of sexual harassment, Complainant's response, etc.*). It is not mandatory to have a record of events to file a complaint, but a record can strengthen the Complainant's case and help the Complainant to remember the details over time, in case the complaint is not filed immediately.
- c If the harassment does not stop or if the Complainant is not comfortable with addressing the Respondent directly, the Complainant should submit a formal written complaint to any member of ICC (*as constituted below*) in the manner as set out in Clause 8 below.

7 ICC and rules governing its constitution:

The Company has constituted Internal Complaints Committee ("ICC") to consider and redress the complaints of Sexual Harassment. The details of ICC and the rules governing the constitution are set out in **Schedule 2**.

8 How to submit a complaint:

- a. The Complainant must give a written complaint of Sexual Harassment to the ICC. There is no specific format for the complaint and therefore it can even be in the form of a letter.
- b. The complaint must clearly set out the Complainant's name, department, division and location of Workplace, nature of Sexual Harassment and all the details of the incidence(s) of Sexual Harassment.
- c. Wherever possible, the Complainant must (i) provide corroborating documents/proof in support of the complaint; and (ii) list of witnesses and their addresses, if any, who witnessed the incident of Sexual Harassment. However, the mere inability to substantiate a complaint or provide adequate proof of such alleged incident will not prevent ICC to conduct an inquiry or consider the complaint as frivolous or malicious.
- d. The Complainant must submit 6 (six) copies of the complaint in sealed envelope to any member of ICC. Alternatively, the Complainant can even send the complaint by an e-mail to the ICC.
- e. Preferably, the written complaint must be submitted immediately as and when the incident of Sexual Harassment occurs, however, if for any reason the Complainant does not submit the written complaint immediately, the Complainant can submit written complaint within 3 (three) months from the date of occurrence of the incidence or last of the incidences when more than one of incidence of Sexual Harassment took place.
- f. The ICC may, for reasons to be recorded in writing, extend the time-limit not exceeding 3 (three) months, if it is satisfied that the circumstances were such that prevented the Complainant from filing the complaint within the aforesaid period.
- g. If the complaint cannot be made in writing, any member of the ICC shall render all reasonable assistance to the Complainant for making the complaint in writing.
- h. Where the Complainant is unable to make a complaint on account of physical or mental incapacity or death or otherwise, the legal heir or any person as set out in the Act or the rules framed thereunder can make a complaint.

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9 Are there any reliefs that the ICC may grant during pendency of proceedings under Policy?

During the pendency of the inquiry, on a written request made by the Complainant, the ICC may recommend the management of the Company to:

- a. Transfer the Complainant or the Respondent to any other Workplace of the Company; or
- b. Grant leave to the Complainant up to a period of 3 (three) months. This leave will be in addition to any other entitled leave or grant such other relief to the Complainant as may be decided by the ICC; and
- c. Restrain the Respondent from reporting on the work performance of the Complainant or writing confidential report, and assign the same to another Employee.
- d. Upon receiving the recommendation of the ICC under this clause, the management of the Company shall implement them and send a report of such implementation to the ICC.

10 Protection of the Complainant and others:

- a. The Company is committed to ensuring that no Complainant (*except for the Complainant who has maliciously made frivolous allegations knowing it to be untrue*) who complains about Sexual Harassment shall not be put to any form of disadvantage or shall not be subject to any form of retaliation/reprisal/reprimand. Any retaliation/reprimand/reprisal meted to the Complainant or where the Complainant is put to disadvantage merely because of submitting Complaint will be subject to disciplinary action.
- b. The Company will ensure that the Complainant, the Respondent, the witnesses or any other person participating in the proceedings under the Policy is not victimized or discriminated against while dealing with complaints of Sexual Harassment.
- c. For avoidance of doubt, any person who abuses the procedure set out in the Policy will be subject to disciplinary action.

11 Process prior to redressal of complaint:

- a. On receiving the complaint, if the ICC needs any clarifications/explanations from the Complainant, any ICC member(s) may hold preliminary meeting with the Complainant. Such meeting shall be held within 7 (seven) working days from the date of receipt of the complaint.
- b. Within 7 (seven) working days of the receipt of the complaint, ICC shall send one of the copies received from the Complainant to the Respondent.

12 Conciliation Process:

- a. The ICC may, before initiating an inquiry and at the request of the Complainant take steps to settle the matter between the Complainant and the Respondent through conciliation.
- b. Where a settlement has been arrived during the conciliation proceedings, the ICC shall record the settlement so arrived and provide copies of the same each to the management of the Company, the Complainant and the Respondent. For avoidance of doubt, no monetary settlement shall be made as a basis of conciliation.
- c. Where a settlement has been arrived under conciliation, the ICC shall not conduct any further inquiry.

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- d. If the Complainant or the Respondent informs the ICC that any such settlement is not complied with then in such a case, the ICC shall initiate an inquiry as set out below.

13 Inquiry:

Subject to provisions of the 'Conciliation Process' as set out in the Policy, the ICC shall:

- a. Ask the Respondent to submit a written reply to the complaint along with a list of documents and names and addresses of witnesses, if any, within 10 (ten) working days from the date the complaint was received by the ICC.
- b. The ICC shall provide the Complainant, a copy of the written reply submitted by the Respondent with 7 (seven) working days from the date of receipt of such written reply from the Respondent.
- c. The ICC shall make inquiry into the complaint in accordance with the principles of natural justice and it shall have the powers as are vested in a civil court under the Code of Civil Procedure, 1908 when trying a suit in respect of the following matters, namely (i) summoning and enforcing the attendance of any person and examining on oath; (ii) requiring the discovery and production of documents; and (iii) any other matter as may be prescribed by Act and the rules thereunder.
- d. The ICC shall have the right to terminate the inquiry proceedings or to give ex-parte decision on the complaint, as the case may be, if the Complainant or the Respondent fail, without sufficient cause, to present herself/ himself for 3 (three) consecutive hearings convened by the ICC. Such termination or ex-parte order may not be passed without giving an advance 15 (fifteen) days' notice to the parties.
- e. The parties shall not be allowed to bring any legal practitioner to represent them in the proceedings before the ICC.
- f. In conducting the inquiry, a minimum of 3 (three) members of the ICC including the Presiding Officer or the Chairperson, as the case may be, shall be present.
- g. The inquiry shall be completed within a period of 90 (ninety) days and the ICC shall communicate its findings and its recommendations for action to the management of the Company and a copy of the report shall also be given to the Complainant and the Respondent.

14 Inquiry Report and recommendation:

- a. The ICC shall complete the enquiry within reasonable period but not beyond 90 (ninety) days and communicate its findings and its recommendations for action to the management of the Company and a copy of the report shall also be given to the Complainant and the Respondent.
- b. If the allegations as set out in the complaint are not proved against the Respondent, no action will be recommended by the ICC against the Respondent.
- c. If the allegations as set out in the complaint are proved against the Respondent, the ICC will recommend to the management of the Company: (i) to take any action including written apology, warning, reprimand or censure, withholding of promotion, withholding of pay rise or increments, terminating the services of the Respondent or directing the Respondent to undergo a counseling session or carrying out community service; (ii) to deduct, from the salary or wages of the Respondent, such sum as it may consider appropriate to be paid to the Complainant or Complainant's legal heirs. For the purpose of determining the sum to be paid, the ICC would consider:
- i. The mental trauma, pain, suffering and emotional distress caused to the Complainant;
 - ii. The loss caused to the Complainant in career opportunity due to the incident of Sexual Harassment;
 - iii. Medical expenses incurred by the Complainant for physical or psychiatric treatment;
 - iv. The income and financial status of the Respondent;

- v. Feasibility of such payment in lump sum or in installments by the Respondent to the Complainant.

In case the Company is unable to make such deduction from the wages or salary of the Respondent due to Respondent being absent from duty or cessation of employment, the ICC may direct the Respondent to pay such sum to the Complainant.

- d. The management of the Company shall act upon the recommendation of the ICC within 60 (sixty) days of its receipt.

15 Punishment for false or malicious complaint and false evidence:

- a. Where the ICC comes to the conclusion that the allegation(s) made against the Respondent is/are malicious or the Complainant or any other person making the complaint has made the complaint knowing it to be false or the Complainant or any other person making the complaint has produced any forged or misleading document, it may recommend the management of the Company to take any action including asking written apology, warning, reprimand or censure, withholding of promotion, withholding of pay rise or increments, terminating the services of the Complainant or directing the Complainant to undergo a counseling session or carrying out community service.
- b. The malicious intent on part of the Complainant shall be established after an inquiry by the ICC.
- c. Mere inability to substantiate a complaint or provide adequate proof need not attract action against the Complainant.
- d. Further, in the event of a malicious complaint, the Complainant will not be entitled to any remuneration during the period of extra leave, if any, allowed pursuant to this Policy.
- e. **Action against witness in case of false evidence:** Where the ICC arrives at a conclusion that during the inquiry any witness gave false evidence or produced any forged or misleading document and where such witness is Company's Employee, it may recommend the Company to take any action including asking a written apology, warning, reprimand or censure, withholding of promotion, withholding of pay rise or increments, terminating the services of the witness or directing the witness to undergo a counseling session or carrying out community service.

16 Appeal by aggrieved person:

A person aggrieved with the recommendations made by the ICC, or the non-implementation of the recommendations of the ICC, as the case may be, may prefer an appeal within a period of 90 (ninety) days in accordance with the provisions of the Act and the rules.

17 Confidentiality:

- a. Any concerns can be expressed or reporting can be made without any fear of retaliation. Confidentiality of the identity of the involved parties including witnesses, if any, will be maintained by the ICC members.

Provided that the identity of the Complainant will be revealed to the Respondent and the witnesses.

Provided further that the information may be disseminated regarding the justice secured to any Complainant of Sexual Harassment without disclosing the name, address, identity or any other particulars calculated to lead to the identification of the aggrieved person or witnesses or the Respondent.

- b. All records of complaints, including contents of meetings, results of investigations, reports, minutes of the meetings and other relevant material will be kept confidential by the Company except where disclosure is required under any applicable law or under directions of any government authority.

18 Amendments to the Policy:

Based on Company's experience of working on the Policy, the management of the Company may make necessary amendments in the Policy. Further, the ICC may also make recommendations to the management about amendments in the Policy.

- 19 In case of any ambiguity or any gap in the Policy, decision taken by the ICC shall be final and binding on all the parties. The ICC shall be guided by the provisions of the Act and the rules thereunder for this purpose.

Schedule 1 Details of Company's offices

- 1 **Mumbai Office:** MOM House, Plot No. 61, Ramchandra Lane, Kanchpada, Malad (West), Mumbai - 400064.

Schedule 2 Rules governing constitution of the ICC

1. Every Member of the ICC shall hold office for a period not exceeding 3 (three) years, from the date of their nomination by the Company.
2. A quorum of 3 (three) members is required to be present for the proceedings of the ICC to take place. The quorum shall include the Presiding officer, at least 2 (two) members, one of whom shall be female.
3. Details of members of the ICC for Mumbai office located at MOM House, Plot No. 61, Ramchandra Lane, Kanchpada, Malad (West), Mumbai - 400064.

Sr. No.	Name and Designation	Contact details
1.	Binita Tejwani , Presiding Officer	Contact No.: 022-45021685 Email id: binita.tejwani@money-on-mobile.com
2.	Vimal Dhar, Member	Contact No.: 022-45021500 Email id: vimal.dhar@pbpayments.com
3.	Jolly Krishnamurali Mathur, Member	Contact No.: 022-45021550 Email id: jolly.mathur@money-on-mobile.com
4.	Valencia Fernandes, Member	Contact No.: 022-45021579 Email id: valencia.fernandes@pbpayments.com

4. ICC shall consist of: (i) A Presiding Officer (PO): A woman engaged/employed at a senior level at Company. (ii) Not less than 2 (two) members from Employees committed to the cause of women/legal knowledge/experience in social work. (iii) One member from amongst NGOs/Associations committed to the cause of women/person familiar to such issues. Lastly, at least one-half of the total number of members will be women.

