Probation and Notice Period Policy

Objective: ISS India recognizes that we have a large size, scale & coverage in our country today. This scale & size also means a huge set of standard definitions & policy standards for ensuring Business Continuity & clarity of significant aspects of two periods in an employee’s life.

Entry: Employee enters a company & starts his/ her Probation Period leading to confirmation.
Exit: Employee decides to leave the company & starts his/ her Notice Period ultimately leading to exit.

The above periods are key in any employee’s life. It is thus a part of Employee Life Cycle in ISS INDIA & the said policy as detailed below covers anything & everything impacting the above two periods in any employee’s life.

Scope: All the Management Grade Employees in any ISS entity in India. The policy is now applicable & binding on all the current employees in any ISS entity in India & any new hires done for any ISS entity in INDIA.

Probation: All ISS India employees would be on a probation period of minimum six months from the date of joining. This is mandatory for any employees as defined within the scope mentioned above.

During the period of probation, the Company will assess employee’s performance and on satisfactory completion of probation, the said appointment will be confirmed.

The company shall at its absolute discretion determine whether to confirm an employee or not. Unless an employee’s extension of Probation is confirmed in writing, initial period of probation will be deemed to have been confirmed on completion of 6 months on its own.

Also if during the said exit process, the company finds your performance or any aspect of your behavior to be unsuitable, your services can be terminated without any notice or payment in lieu of the notice period.

Exit during Probation: If you leave ISS India before confirmation during the probation period, 30 days’ notice period or as would be mentioned in the Appointment Letter from the company, is required to be served. In this case, employee shall not be entitled for any dues or benefits except for the salary till his / her last working day.

Should the company find your performance or any aspect of your behavior to be unsuitable, your services would be terminated without any notice or payment in lieu of notice.

Exit after Confirmation: Post the period of probation, the Company will assess employee’s performance and on satisfactory completion of probation, the said appointment will be confirmed. Post the said confirmation, the notice period of each employee is applicable as per his/ her grade in Management Level.

Notice Period Timelines: As an employer we have invested heavily into people & always trusted the people who work for us. However, there are also times when the trust is misused. We expect employees to realize that ISS engages with all its clients & their businesses directly to deliver services based on the trust & confidence on its people.

Employees are expected to recognize that while they make career choices, they should not be unfaithful & disrespectful towards the trust shown by ISS. It is important for every individual who works for ISS, respects his/ her notice period timelines.
Find below the applicable Notice Period Timelines for all employees with immediate effect:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Employee Grade</th>
<th>Notice Period</th>
<th>Notice Period</th>
<th>Notice Period</th>
<th>Notice Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Global Corporate Clients (All Employees in HP, BARCLAYS &amp; CITI &amp; any Future GCC Account)</td>
<td></td>
<td>Facility Services (All IFS &amp; CATERING Employees)</td>
<td>Security Services (All employees in ISS SDB &amp; MPIPL)</td>
<td>Corporate/ All Shared Services (All employees in Corporate Office/ any Corporate Functions)</td>
</tr>
<tr>
<td>1</td>
<td>M1A</td>
<td>30 Days</td>
<td>30 Days</td>
<td>30 Days</td>
<td>30 Days</td>
</tr>
<tr>
<td>2</td>
<td>M1B</td>
<td>30 Days</td>
<td>30 Days</td>
<td>30 Days</td>
<td>30 Days</td>
</tr>
<tr>
<td>3</td>
<td>M2A</td>
<td>30 Days</td>
<td>30 Days</td>
<td>30 Days</td>
<td>30 Days</td>
</tr>
<tr>
<td>4</td>
<td>M2B</td>
<td>30 Days</td>
<td>30 Days</td>
<td>30 Days</td>
<td>30 Days</td>
</tr>
<tr>
<td>5</td>
<td>M3A</td>
<td>60 Days</td>
<td>60 Days</td>
<td>30 Days</td>
<td>60 Days</td>
</tr>
<tr>
<td>6</td>
<td>M3B</td>
<td>60 Days</td>
<td>60 Days</td>
<td>30 Days</td>
<td>60 Days</td>
</tr>
<tr>
<td>7</td>
<td>M4A</td>
<td>60 Days</td>
<td>60 Days</td>
<td>60 Days</td>
<td>60 Days</td>
</tr>
<tr>
<td>8</td>
<td>M4B</td>
<td>90 Days</td>
<td>60 Days</td>
<td>60 Days</td>
<td>60 Days</td>
</tr>
<tr>
<td>9</td>
<td>M5A</td>
<td>90 Days</td>
<td>60 Days</td>
<td>90 Days</td>
<td>90 Days</td>
</tr>
<tr>
<td>10</td>
<td>M5B</td>
<td>90 Days</td>
<td>90 Days</td>
<td>90 Days</td>
<td>90 Days</td>
</tr>
<tr>
<td>11</td>
<td>M6A</td>
<td>90 Days</td>
<td>90 Days</td>
<td>90 Days</td>
<td>90 Days</td>
</tr>
<tr>
<td>12</td>
<td>M6B</td>
<td>90 Days</td>
<td>90 Days</td>
<td>90 Days</td>
<td>90 Days</td>
</tr>
<tr>
<td>13</td>
<td>E</td>
<td>90 Days</td>
<td>90 Days</td>
<td>90 Days</td>
<td>90 Days</td>
</tr>
</tbody>
</table>

The above Notice Period Timelines do not include any ISS SDB CVS & ISS Support Services employees. In their cases, their notice periods shall remain as mentioned in their said appointment/ recently issued service letters.

For all other employees as detailed above the notice period timelines are applicable with immediate effect & it supersedes any timeline of Notice Period clause as was mentioned in your ISS India Offer & Appointment Letter given to you at the time of joining.

Henceforth, any employee who in his/ her exit period doesn’t serve the notice period as applicable to his/ her grade & area listed in the above table, will be liable to face a strict disciplinary action.

The disciplinary action may not only include immediate termination from services & freezing of salary, benefits & the full & final settlements but also a formal blacklisting from being re-hired in any ISS entity in India & any country wherever ISS operates. We may also go for a suitable legal action if any major issues/ crisis/ client escalations happen specifically due to the absence of the said employee.

**Notice Period Payout:** Any cases of Serious or Repeat Non-Performance, Financial Frauds, Misconducts & any & every act or behaviour which can be construed as misconduct or an indiscipline will call for an immediate/ processed termination or separation. In such cases, the company will not be liable to pay for any Notice Period Payout including anything mentioned in the above agreed timelines of payout.

The employees thus terminated or separated will be immediately considered as an ex-employee of ISS.

**Termination or Separation from Services:** As mentioned above, the Company will continue to reserve the right to terminate or separate any employee, without any notice period or payment in lieu of the above notice period as mentioned in the above table.

This is bound to happen, if the employee is guilty of gross misconduct or gross negligence, or if the employee has committed a fundamental breach, or is found to be a consistent non performer. In such an event, the Company reserves the right to take suitable action against the employee including initiating proceedings against you to make good the loss.
Without prejudice to the generality of the above, misconduct shall include:

- Acting against the interest of the Company or ISS India,
- Wilful insubordination or disobedience, whether alone or in combination with others, to any lawful and reasonable order of a superior,
- Remaining absent during the probation period without permission,
- Not performing your duties to the standards which can be reasonably expected, by the company,
- Causing any loss, financial or otherwise, to the Company or ISS India, or the client establishment you are deputed to by the Company or jeopardizing the safety or interests of the Company,
- Breaching the rules of the client establishment you are deputed to,
- Loss of confidence,
- Committing any offence whether pertaining to your employment or otherwise,
- Disclosing the remuneration with the peers/client companies/vendors,
- Theft, fraud or dishonesty in connection with the employer’s business or property,
- Abating or instigating or acting in a manner in order to slow down work of your peers and colleagues,
- Wilful damage to or loss of employer’s goods or property,
- Taking or giving bribes or any illegal gratification,
- Habitual late attendance,
- Habital breach of any law applicable to the establishment,
- Drunkenness, riotous or disorderly behaviors during working hours at the establishment or any act subversive of discipline,
- Engaging in trade in the Company’s premises,
- Rejecting to work extra time in such cases where it can become extremely necessary to continue work,
- Refusal to accept charge-sheet, order or other communication served in accordance with the Standing Orders,
- Gambling at the Company’s premises,
- Habitual negligence or neglect of work,
- Frequent repetition of any act or omission for which a fine may be imposed to a maximum of 2 per cent of the wages in a month,
- Striking work or inciting others to strike work in contravention of the provision of any law, or rule having the force of law,
- Breach or misuse of any confidential information imparted to the employee during his/her tenure in the Company,
- Conviction by a criminal court for an offence under the Indian Penal Code,
- Misappropriation of funds, embezzlement, fraud, transfer of patents of the Company or ISS India to other parties without permission, conviction by court against an offence involving moral turpitude, repeated violation of rules of the Company and taking to violent means with the other employees of the company. An employee shall be dismissed without any service compensation/ benefits if charges are proved correct in enquiry proceeding,
- Wilful damage to work in process or to any property of the establishment,
- Any act of sabotage, forgery or theft or conspiracy relating thereto,
- Any unauthorized use of company’s Proprietary rights,
- Any unauthorized disclosure of Company’s or ISS India’s secrets,
- Any defamatory statements/remarks made, published, or circulated intentionally or otherwise,
- Indulging in double employment,
- If proven guilty of any kind of harassment caused to others which includes such unwelcome sexual determined behaviour (whether directly or by implication) as –
  I. Physical contact and advances; or
  II. A demand or request for sexual favours; or III. Sexually coloured remarks; or
  IV. Showing pornography; or
  V. Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.
- In addition, if any information furnished by you to ISS India or the Company proves to be false or misleading, or if you are found to have wilfully suppressed any material information / particulars, ISS India and/or the Company shall be entitled to terminate your employment without notice.
**Notice Period in Offer & Appointment Letters:** With immediate effect all existing management grade employees in any ISS entity in INDIA are covered within the scope of this policy.

Employees are advised to note that between the period mentioned in the Offer/ Appointment Letter (given at the time of joining ISS India) versus the period mentioned in the Notice Period Table above (in this policy), the period which is higher will be applicable for your notice period to be served. See the illustration below:

- Notice Period Table States 30 days & Offer/ Appointment Letter states 30 days : Notice Period is 30 Days
- Notice Period Table States 60 days & Offer/ Appointment Letter states 30 days : Notice Period is 60 Days
- Notice Period Table States 30 days & Offer/ Appointment Letter states 90 days : Notice Period is 90 Days

In any of these cases as well, there will be no additional letter issued & the rest applicable terms of your Appointment as well as this policy will remain applicable & binding on you for serving your Notice Period.

Also in future all the offers & appointment letters will only carry the weblink of this new policy on ISS iRise. This is to ensure every new employee goes into ISS iRise & studies all the terms & conditions applicable to his/ her employment.

This would also mean that if any hiring manager wishes to change the notice period of his/ her to be offered/ joining future employee, they are expected to clarify with Talent Acquisition Team or the concerned Human Capital colleagues, in advance, if they would like to change the notice period by either increasing it or decreasing it.

**Important Note:** This Policy supersedes any previous verbal or written agreement (including deemed agreement) that you have or might have had with any entity after or prior to Procurement, Purchase, Merger, Amalgamation, Acquisition, Takeover, Consolidation, Reverse Takeover, Reverse Merger, Demerger, Spin-off, Spin-out, Triangular Merger by ISS or of ISS.

You expressly acknowledge, understand, confirm, affirm, accept and agree that the term “Company” shall include, in addition to the resulting corporation, any constituent corporation and/or any and all legal entity (including any constituent of a constituent) absorbed in a consolidation or merger you shall stand in the same position under the provisions of this agreement with respect to the resulting or surviving corporation as Employee would have with respect to such constituent corporation if its separate existence had continued.

**Policy Authority & Exceptions:** Any exception for any employees (Till M5A Level) in any ISS Business entity is only allowed with a prior approval & consent of the concerned Business Human Capital Head. The AVP Human Capital/ VP Human Capital for ISS IFS & ISS SDB are authorized to decide such exceptions. They’ll however make such exceptions only post consulting the concerned Business Heads & Director – Human Capital.

Any exception for any employees (Till M4A Level) in any ISS Corporate/ All Shared Services is only allowed with a prior approval & consent of the concerned Corporate Human Capital Head.

Any exception for any employees (above M5A Level) in any ISS Business Entity & (above M4A Level) in any Corporate/ All Shared Service(s) is only allowed with a prior approval & consent of the Director Human Capital.

The overall final authority in waving off any clauses & or deciding in favor or against an exception in any ISS Business Entity & in any ISS corporate function(s) will remain with the Director Human Capital.