

## SEPARATION POLICY

### 1. Objective :

The purpose of this policy is to provide a framework to facilitate an exit process that is smooth and fair to both, the employee as well as the organization.

### 2. Eligibility & Scope :

This policy is applicable to all employees of Bundl Technologies Private Limited (from here on referred as “Swiggy”).

### 3. Separation Guidelines :

#### 3.1. Voluntary Separation (Initiated by the Employee):

- **Resignation Process**

Resignation shall be initiated on DarwinBox (My Profile->Employee Life Cycle->Separation). Additionally, resignation shall be intimated in writing over mail and should be sent by the employee to his Reporting Manager, copying Function Head and HR Business Partner.

Post discussion with the employee, the Reporting Manager shall approve the request on DarwinBox with the correct Last Working Day, and the same shall be approved by the HRBP.

- **Notice Period**

Notice Period is based on the grade of an employee in the organization. The following grid shall be followed for determining the applicability:

Notice Period	Non Tech (Including IT)	Tech (Including Engineering, Product, Design, and Analytics)
90 Days	Grade 10 to Above	Grade 10 to Above
60 Days	Grade 6 to 9	Grade 7 to 9
30 Days	Grade 1 to 5	Grade 1 to 6

In case of any job movements due to promotion or re-designation to a new role/ grade, the notice period will be applicable for the new role/ grade (as per the policy)

The date of resignation mail will be considered as the 1st day of notice period. However, if the resignation mail is sent on a weekly off or on a holiday, notice period would start from the next working day. The employee must serve the notice period applicable to their grade in entirety. Any exception needs to be signed off by the respective Manager and HR Business Partner.

In the above-mentioned case, the company would first adjust notice period with the accumulated Annual Leaves and the employee would be liable to pay the equivalent amount (left out notice period, if any) through the Full and Final Settlement.

- **Notice Period Waive-Off:**

In case of special circumstances (as evaluated by approving authority), the Notice Period can be waived off, partially or in full. The employee would prepare the case of waive-off and would get approvals as per following matrix.

Waive-Off Period	Approval (Order Left to Right)
Upto 15 days	Reporting Manager & HRBP
16 Days and Above	Reporting Manager, BU Head, HRBP and HR Head

Approving authorities are accountable for ensuring the case is examined, with proper due diligence, while approving

In case notice period is waived off, the available leaves will be adjusted against the same first. For eg – If employee has a balance of 10 Annual Leave / Earned Leave at the time of separation and have unserved notice period approved for 20 Days (as per Notice Period Waive Off clause of Separation Policy), then the 10 Days of leave will be settled against the same and remaining will be waived off

- **Exit Clearance Process :**

- A mail from the HR Team will be sent to the resigned employees, with the separation checklist, 2 working days before the last working day.
- The employee shall obtain all necessary approvals as per the separation checklist and hand over the same to the HR department, on the last working day.
- As part of exit clearance employee would be required to:
  - Prepare transition document and obtain Manager’s approval.
  - Fill up the Exit Interview Questionnaire
- Hand over all Company assets including Laptop, Mobile Phone, data card etc Settle outstanding loans/advances/recoveries

- **Resignation Withdrawal :**

In case an employee wants to withdraw his resignation, it should be formally communicated to the Reporting Manager with a copy to the Function Head and HR Business Partner, latest by the last working day.

### 3.2. Involuntary Separation (initiated by the Company):

- **Separation Grounds :**

Involuntary Separation can be initiated by Swiggy anytime (includes cases where employee is on notice period). The reasons can be any of the following:

- Long Unauthorized absence,
- Gross Indiscipline, or misconduct

- Failed background verification
  - Breach of Company's standards with respect to integrity, ethics, honesty, sincerity and loss of confidence
  - Failure to follow the rules and regulations of the Company
  - Any false or misrepresented information or any wilfully suppressed material information
  - Guilty of moral turpitude or of dishonesty in dealing with Company's material document or theft or misappropriation regardless of the value involved,
  - Gross wilful negligence or carelessness or inefficiency in performing their duties,
  - Acting against the interest of the Company, wilfully or due to negligence, carelessness, oversight or ignorance of the Company's policies and procedures,
  - Non- performance as identified at the end of the Performance Improvement Plan (PIP) after Performance Management Process
  - Any other scenario as the company may deem fit
- **Non-Liability of Company:**  
An employee may be terminated immediately basis reasons defined under 'Separation Grounds' section above and the Company shall not be liable to make any further payments to him/her other than payments required under applicable laws. The Company shall also have the right to claim damages and exercise other legal rights and remedies for any losses suffered because of such gross misconduct.

In any other cases of involuntary separation, the Company may initiate separation with an employee at its sole discretion upon issuing 15 days or basis stipulated Notice Period, prior written notice to him/her. If, for any reason, the notice period to be served by the employee is less than the stipulated notice period, the Company shall pay him/her daily wages, based on his/her prevailing annual compensation, for each day in lieu of notice.

#### 4. Treatment of Leave :

Employees cannot avail leave during the notice period except for exceptional circumstances. Company reserves the right to extend the notice period by the number of days of leaves availed during this period.

#### 5. Gratuity :

- Gratuity shall be paid to the exiting employee if the employee has completed minimum 4 years and 240 days of continuous employment as on the date of exit or in case of separation on grounds of retirement or death.
- Gratuity payment shall be calculated as per the rules of the Payment of Gratuity Act.
- Employee shall submit the necessary forms at the time of exit to facilitate Gratuity Payout.

#### 6. Recoveries:

- An employee leaving the company shall be liable to repay any amounts due, as may be stated in the offer letter with respect to any allowances, joining bonus, retention bonus, etc. that are applicable to him/her :

- Fully if an employee exists within 1 Year of service
  - Pro-rata basis post 1 Year of service (if the joining bonus clause is for more than 1 Year)
- E.g. An employee joins on 1<sup>st</sup> January 2020 and has a Joining bonus recovery clause of 2 Years. If the employee exists on 30<sup>th</sup> September 2020, then the Joining bonus will be recovered in full and if the employee exits on 1<sup>st</sup> February 2021 then Joining bonus will be recovered on pro-rata basis for balance period i.e. 397 days of 731 days total.
- In case the employee chooses to leave Swiggy within one year from his/her date of joining/effective date of relocation, then all expenses incurred relating to joining / relocation (paid by employee or organization), including flights, accommodation, transportation of good & vehicle, pre-joining trip and brokerage, etc. on actuals will be recovered in his/her full and final settlement.
  - Any other costs related to employee joining like notice period recovery will also be recoverable in case an employee exits within 1 year of period from the organization.
  - Any outstanding loan / advance of the employee who has resigned will be recovered over the remaining working days and in case of any excess recovery, employee shall pay the same through Cash or Demand Draft, to complete exit clearance process.

## 7. Obligations upon separation

The employee's obligation with respect to Confidential Information and security of the Confidential Information shall continue and survive even after the termination of employment with the Company. This includes the applicable clauses of Conflict of Interest, Intellectual Property Rights and Confidential and Non-Disclosure Agreement signed by the employee at any stage of the employment.

## 8. Full and Final settlement

- If the last working day of an employee falls on or before the 15<sup>th</sup> of the subsequent month of resignation, the salary of the month of resignation shall be withheld and be paid in the Full and Final settlement along with the salary due for the number of days worked in the month of exit.
- In case the last working day falls after the 15<sup>th</sup> of the subsequent month of resignation, the salary of the month of resignation shall be released in the same month and the Full and Final settlement would include only the salary due for the number of days worked in the month of exit.
- Full and final settlement shall be paid only till the last working day of the employee, irrespective of any leave adjustment done against unserved notice period.
- At the time of separation, the accumulated Annual Leaves, as per the provision stated in the company Leave Policy, shall be encashed and will be paid along with the Full and Final settlement after adjustment against un-served notice period and other recoveries.
- Annual Leave encashment is capped at maximum 30 days and encashment would be calculated at monthly fixed gross.
- Since leaves are given in advance for the entire year at the start of the annual year, any excess usage of the same will be recovered from salary on separation.
- Full and Final settlement statement will be sent to the ex-employee post the exit.

- Relieved employees are required to go through the final statement and contact HR for any clarifications.

## 9. Experience/Relieving Certificate

The relieving letter will be issued along with Full and Final settlement, subject to exit clearance and settlement of any recovery that must be made from the employee.

## 10. Exception

Swiggy reserves unconditional right to amend, abrogate, modify and / or rescind any of the provisions of this policy at any time. Exceptions to the policy will be handled on a case-to-case basis by the Management and HR Department. Any ambiguity or dispute would be settled by HR Head of Swiggy.