

**POLICY ON SEXUAL HARASSMENT OF WOMEN AT WORKPLACE**  
**QUICKTOUCH TECHNOLOGIES LIMITED**  
**(CIN: U74900DL2013PLC329536)**

M/s Quicktouch Technologies Limited provides equal employment opportunity and is committed to creating a healthy working environment that enables employees to work without fear of prejudice, gender bias, and sexual harassment. The Company also believes that all employees of the Company have the right to be treated with dignity.

Sexual harassment at the workplace or other tan work if involving employee is a grave offense and is, therefore, punishable.

**1. Objective:**

To create a work environment where safety and dignity of women Employees is ensured and they are protected from *Sexual Harassment* as envisaged by *Supreme Court of India Guidelines on Sexual Harassment, August 1997*, "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013" and "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013"

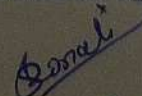
**2. Scope:**

The Policy intends to ensure that no woman Employee is subjected to sexual harassment and it is applicable to all Employees of M/s Quicktouch Technologies Limited (**herein after referred to as "Company"**) and its fraternity.

**"Employee"** as referred to in this Policy covers all employees of the company, whether permanent or temporary, probationary or part-time or working as a consultant or on a voluntary basis or engaged through a contractor or agent, including employees at the Company's Regional Offices/Centres.

Where Sexual Harassment occurs against any female Employee as a result of an act by a third party or outsider while on official duty, the Company will take all necessary and reasonable steps as per the applicable rules and regulations, to initiate action at the workplace of the third party or outsider. This Policy shall be applicable to any allegation of Sexual Harassment at CDSL premises including any place visited by an Employee arising out of or during the course of employment and/or transportation provided by the Company (**"Workplace"**).

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### 3. Definitions:

a) **"Act"** means "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013" and any amendment thereto.

b) **"Aggrieved Woman"** means any female Employee of the Company or any woman who alleges to have been subjected to any act of Sexual Harassment at the Workplace.

c) **"Internal Complaints Committee"** means a committee by that name, constituted by the Board of the Company as per the provisions of the Act.

d) **"Respondent"** means the person against whom the allegation of Sexual Harassment has been made by the Aggrieved Woman.

e) **"Sexual harassment"** means and includes:-

1. "The term Sexual Harassment is defined under Section 2(n) of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, "as any one or more of the following unwelcome acts or behaviour (whether directly or by implication) namely:

- Physical contact and advances;
- a demand or request for sexual favours;
- sexually coloured remarks;
- showing pornography;
- any other unwelcome physical, verbal or non-verbal conduct of sexual nature."

2. Section 3(2) states that the following circumstances among other circumstances if it occurs or is present about any act or behaviour of sexual harassment may amount to sexual harassment:

- Implied or explicit promise of preferential treatment to a woman employee in her employment; or
- Implied or explicit threat of detrimental treatment to a woman employee in her employment; or
- Implied or explicit threat to a woman employee about her present or future employment status; or
- Interference with her work or creating an intimidating or offensive or hostile work environment for her; or
- Humiliating treatment likely to affect her health or safety.

A simple understanding of the term sexual harassment consists of any physical or verbal behaviour and any form of communication that has unnecessary improper or unwelcomed sexual connotations. Sexual Harassment may vary in form depending on circumstances. It may consist of, but not be limited to, any of the following:

- Unwelcome sexual advances, requests for sexual favours, display of sexual visuals, sexual audios, pornography, or obscene material and any other verbal or physical conduct of a sexual nature.
- Transmitting any message by mail, telephone, e-mail, etc which is obscene, lewd, suggestive or blatantly sexual.

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- Any explicit or implicit communication wherein a sexual favour or demand, whether by words, or actions is made a condition for an individual's employment, career progress, promotion, etc thereby creating a hostile environment.
- Sexually charged jokes or remarks and behaviour which have sexually-oriented innuendoes.
- A consistent pattern of unnecessary physical contact, staring or targeting unreasonable attention at an individual in day to day dealings.
- Any pervasive pattern of behaviour which makes employees uncomfortable, insecure or feel humiliated or disadvantaged based on gender differentiation.
- Actual sexual assault
- As mentioned above, this is an indicative but not exhaustive list of possible forms of sexual harassment.

This policy is to prohibit and deter any employee/staff employed with the Company any form advancing any form of sexual harassment in the way employees behave with each other. This applies equally to relations between superior and subordinates as well as between peers. Any incident of sexual harassment will be viewed with extreme seriousness. A complaint or report of sexual harassment will be immediately investigated and appropriate actions will be taken against the offending employee or employees. For every incident of Sexual Harassment the accused/respondent shall be prosecuted under the provisions of Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (herein after referred to as "Act") and such other laws enforced in India at the time of the commission of the offence.

#### **4. Internal Complaints Committee:**

The Internal Complaints Committee shall comprise of:

- a) A Presiding Officer who shall be a woman employed at a senior level at workplace from amongst the Employees;
- b) Not less than 2 (two) members from amongst Employees preferably committed to the cause of women or who have had experience in social work or have legal knowledge; and
- c) One external member familiar with the issue relating to sexual harassment.
- d) At least one half of the total members are women.

The Internal Complaints Committee will operate on the following guidelines:-

- a) the person against whom the allegation of Sexual Harassment has been made by the Aggrieved Woman Complaints Committee shall meet as and when any instance of violation of the policy is referred to the committee and in any case at least once in a year.
- b) Internal Complaints Committee shall prepare the annual report and submit the report pertaining to number of cases filed and their disposal under the act to the Board.
- c) The Presiding Officer and the members of the Internal Complaints Committee will hold the position up to three years from the date of their nomination.

#### **5. Functioning of Committee:**

##### **A. Lodging a Complaint:**

- a) The Aggrieved Woman makes a complaint directly to the Presiding Officer of the Internal Complaints Committee. The Presiding Officer should be able to try & solve the grievance informally before

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escalating the matter to the formal Committee within a period of three months from the date of incident.

**b)** Where an Aggrieved Woman is unable to make a complaint on account of her physical incapacity, a complaint may be filed by (a) her relative or friend, or (b) her co-worker, (c) an officer of the National or State Commission for Women, or (d) any person who has knowledge of the incident, with the written consent of the Aggrieved Women.

**c)** Where an Aggrieved Women is unable to make a complaint on account of her mental incapacity, a complaint may be filed by (i) her relative or friend, or (ii) a special educator, or (iii) a qualified psychiatrist or psychologist, (iv) the guardian, or (v) any person who has knowledge of the incident jointly with any of the persons mentioned in (i) to (v) of this paragraph.

**d)** Where an Aggrieved Women, for any other reason, is unable to make a complaint, a complaint may be filed by any person who has knowledge of the incident, with the written consent of the Aggrieved Women.

**e)** The Internal Complaints Committee may, for the reasons to be recorded in writing, extend the time limit, if it is satisfied that there were unavoidable circumstances which prevented the Aggrieved Woman from filing a complaint within the said period. Such complaint shall contain all the material and relevant details concerning the alleged Sexual Harassment including the name of the contravener. The information disclosed by such complainant should be treated as confidential information by the members of the Internal Committee.

**f)** If the Aggrieved Woman would like to initiate action under the Indian Penal Code, 1860 ("IPC"), she may inform the CDSL management of the same, and the management will provide necessary assistance to the Aggrieved Woman to file the complaint in relation to the offence under the IPC.

#### **B. Conciliation:**

The Internal Complaints Committee may, before initiating an inquiry, at the request of the complainant take steps to settle the matter between her and the Respondent through conciliation. However, no monetary settlement shall be made the basis of the conciliation. Where a settlement has been arrived at as mentioned above, the Internal Complaints Committee shall record the settlement so arrived at and forward the same to the management of CDSL to take action as specified in the recommendation and shall provide copies of the settlement to the complainant and the Respondent.

#### **C. Inquiry into Complaint:**

The Internal Complaints Committee shall proceed to make inquiry into the complaint in accordance with the provisions of the service rules applicable. Such an inquiry (with due conciliation as appropriate) shall be completed within a period of three months. Confidentiality of the complaint procedure will be maintained.

The Internal Complaints Committee shall proceed to make an inquiry into the complaint in accordance with the principles of natural justice and further during the course of inquiry provide an opportunity of being heard to the complainant and the Respondent and the relevant witnesses provided by the complainant and the Respondent.

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#### **D. Inquiry Report:**

On the completion of such inquiry, the internal committee shall provide the report of its findings to the Managing Director & Whole Time Director within a period of 10 days from the date of completion of enquiry and such report be made available to the concerned parties. The Managing Director & CEO shall act upon the recommendation within 60 days of its receipt.

In the event that the Internal Complaints Committee arrives at the conclusion that there is no case for Sexual Harassment, then the complaint may be dropped by the Internal Complaints Committee, and it shall notify the management of CDSL of the same.

#### **6. Penalties to Respondent:**

If the sexual harassment complaint is proved prima-facie right to the Internal Complaints Committee based on the material and/or witness verified by them, then the Committee will recommend to the Managing Director & Whole Time Director punishment to the Respondent in terms of:

- Warning in writing
- Immediate suspension from the services
- Immediate termination
- May immediately refer the case based on the gravity and merits of the case to the local police/judiciary

#### **7. Punishment for false complaints:**

Where the Internal Complaints Committee arrives at a conclusion during or after the inquiry that the allegation against the Respondent is either malicious or false, appropriate punitive action may be taken by the Managing Director & Whole Time Director as per service rules applicable on recommendations of the committee.

#### **8. Confidentiality**

Notwithstanding anything contained in the Right to Information Act, 2005, contents of the complaint, the identity and addresses of the Aggrieved Woman, Respondent and witnesses, any information relating to conciliation and inquiry proceedings, recommendations of the Internal Complaints Committee and the action taken by CDSL shall not be published, communicated or made known to the public, press and proceedings media in any manner.

#### **9. The Management Assurance:-**

- a) Express prohibition of sexual harassment will be notified and circulated.
- b) Prohibition of sexual harassment is included in the Service and Conduct rules of the company.
- c) As far as possible, care is taken to see that lady colleagues if sitting very late i.e. beyond 9.30 p.m. for official work, are escorted home or some arrangements are made for them to reach home safely.
- d) Complainants or witnesses will not be victimised or discriminated against while dealing with complaints.

# for more details, please refer to the Act and the Rules issued thereunder.

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- (6) not engage in any activity that interferes with the performance or responsibility to the Company or is otherwise in conflict with or prejudicial to the Company.
- (7) not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- (8) refrain from any action that would lead to loss of his independence;
- (9) where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
- (10) assist the company in implementing the best corporate governance practices.
- (11) Respect the confidentiality of the data and information made available to them from time to time. Such respect for confidentiality shall also continue after such person ceases to hold office as an independent director.

#### **IV. ROLE AND FUNCTIONS:**

The independent directors shall:

- (1) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (2) bring an objective view in the evaluation of the performance of board and management;
- (3) scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (4) satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- (5) safeguard the interests of all stakeholders, particularly the minority shareholders;
- (6) balance the conflicting interest of the stakeholders;
- (7) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- (8) moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

#### **V. DUTIES:**

The independent directors shall—

- 1) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
- 2) seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
- 3) strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
- 4) participate constructively and actively in the committees of the Board in which they are chairpersons or members;
- 5) strive to attend the general meetings of the company;

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- 6) where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
- 7) keep themselves well informed about the company and the external environment in which it operates;
- 8) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- 9) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
- 10) ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- 11) report concerns about unethical behavior, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
- 12) acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees;
- 13) not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.
- 14) Not enter into any non-cash transaction with the Company as required by Section 192 of Companies Act, 2013.
- 15) Not have any forward dealings in the Securities of the Company as required by Section 194 of Companies Act, 2013.
- 16) Adhere to Insider Trading Code of the Company and Section 195 of Companies Act, 2013.

#### **VI. MANNER OF APPOINTMENT:**

- (1) Appointment process of independent directors shall be independent of the company management; while selecting independent directors the Board shall ensure that there is appropriate balance of skills, experience and knowledge in the Board so as to enable the Board to discharge its functions and duties effectively.
- (2) The appointment of independent director(s) of the company shall be approved at the meeting of the shareholders.
- (3) The explanatory statement attached to the notice of the meeting for approving the appointment of independent director shall include a statement that in the opinion of the Board, the independent director proposed to be appointed fulfills the conditions specified in the Act and the rules made thereunder and that the proposed director is independent of the management.
- (4) The appointment of independent directors shall be formalized through a letter of appointment, which shall set out :
  - a. the term of appointment;
  - b. the expectation of the Board from the appointed director; the Board-level committee(s) in which the director is expected to serve and its tasks;

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- c. the fiduciary duties that come with such an appointment along with accompanying liabilities;
  - d. provision for Directors and Officers (D and O) insurance, if any;
  - e. the Code of Business Ethics that the company expects its directors and employees to follow;
  - f. the list of actions that a director should not do while functioning as such in the company; and
  - g. the remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings and profit related commission, if any.
- (5) The terms and conditions of appointment of independent directors shall be open for inspection at the registered office of the company by any member during normal business hours.
- (6) The terms and conditions of appointment of independent directors shall also be posted on the company's website.

#### **VII. MAXIMUM TENURE:**

The Independent Director shall hold office for a term upto 5 (Five) consecutive years on the Board of a Company and shall be eligible for re-appointment for another term of upto 5 (Five) Years on passing of Special Resolution by the members of the Company.

Independent Director who completes his term as aforesaid shall be eligible for appointment as Independent Director in the Company only after expiry of 3 (Three) years of him ceasing to be an Independent Director in the Company.

#### **VIII. RE-APPOINTMENT:**

The re-appointment of independent director shall be on the basis of report of performance evaluation.

#### **IX. RESIGNATION OR REMOVAL:**

- (1) The resignation or removal of an independent director shall be in the same manner as is provided in sections 168 and 169 of the Act.
- (2) An independent director who resigns or is removed from the Board of the company shall be replaced by a new independent director within a period of not more than one hundred and eighty days from the date of such resignation or removal, as the case may be.
- (3) Where the company fulfils the requirement of independent directors in its Board even without filling the vacancy created by such resignation or removal, as the case may be, the requirement of replacement by a new independent director shall not apply.

#### **X. SEPARATE MEETINGS:**

- (1) The independent directors of the company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management;
- (2) All the independent directors of the company shall strive to be present at such meeting;

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**(3) The meeting shall:**

- a. review the performance of non-independent directors and the Board as a whole;
- b. review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors;
- c. assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

**XI. LIMIT ON NUMBER OF DIRECTORSHIPS:**

- (1) A person shall not serve as an Independent Director in more than 7 (Seven) listed companies.
- (2) Further, any person who is serving as Whole Time Director in any listed company shall serve as Independent Director in not more than 3 (Three) listed companies.

**XII. EVALUATION MECHANISM:**

- (1) The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated.
- (2) On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the independent director.

**XIII. TRAINING FOR INDEPENDENT DIRECTORS:**

- (1) The Company shall provide suitable training to independent directors, to familiarize them with the Company, their role, responsibilities, rights in the Company, nature of industry in which the Company operates, business model of the Company etc.
- (2) Details of such training imparted shall be disclosed in the Annual Report.

**XIV. CONFLICT OF INTEREST AND DISCLOSURE:**

It is expected and acknowledged that they may have business interest other than those in the Company. As a condition to their appointment, they are required to declare all such directorships, appointments and interest to the Board in writing in the prescribed form annually and as when there is any change. The Secretarial Department will assist them in making these disclosures in a timely manner.

In the event, that their circumstances seem likely to change and might give rise to a conflict of interest or a change which impacts their independence as an Independent Director of the Company, they shall intimate to the Company forthwith.

It is expected that they will not serve on the Boards of Competing Companies.

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## **XV. CONFIDENTIALITY:**

- (1) All information that is sent to them (excepting public disclosures or press releases) shall be treated as confidential and should not be disclosed or released to any third party either during their tenure or later without preclearance in writing from the Company, unless required by law or by the rules of any stock exchange or regulatory body, which shall be intimated forthwith upon disclosure. We also expect even if disclosed with appropriate consent, that such third party be bound by the same terms of confidentiality.
- (2) In the course of their duties, they will be privy to price sensitive information and data, forecasts and plans. Their attention is drawn to the guidelines on insider trading, disclosure and prohibition of forward looking statements. It is prudent for them to avoid making any statement or disclosing information in breach of the guidelines, regulations and code of conduct and it is suggested to consult the Company if they require any clarification. Company's insider trading code is available on the website of the company and a copy of the same may also be obtained from the Company Secretary's office.

## **XVI. MISCELLANEOUS:**

- (1) This annexure forms the terms of their appointment as an Independent Director of the Company. We clarify that this annexure / letter is not a contract for service or employment and they will not be entitled to any compensation for loss of office.
- (2) The terms of their appointment are subject to the provisions of the Companies Act, 2013, Listing Agreement, Articles of Association of the Company and other laws as may be applicable from time to time. In case of any inconsistency between the statutory provisions and as provided herein, the statutory provisions will prevail over the contents of this and the terms of this annexure shall stand amended automatically to that extent.
- (3) Their terms of appointment including the terms contained in this letter herein are governed by the Indian Laws and accordingly shall be subject to the exclusive jurisdiction of the courts in Delhi.

**For and on Behalf of the Board  
Quicktouch Technologies Limited**

**For QUICKTOUCH TECHNOLOGIES LTD.**

  
**Sonali Mathur**  
**Company Secretary**  
**M.No: A62205**

**Director/Auth. Signatory**

**Date: 28.05.2022**

**Place: New Delhi**