TENNECO CLEAN AIR INDIA LIMITED

POLICY ON PREVENTION OF SEXUAL HARRASMENT

1. PREAMBLE

Tenneco Clean Air India Limited ("**Company**") is committed to creating and maintaining a healthy and conducive working environment that ensures every employee is treated with dignity and respect. The Company has zero tolerance towards any form of harassment including sexual harassment and is committed to take all necessary steps to ensure that its employees are not subjected to harassment.

This Policy on Prevention and Redressal of Sexual Harassment ("**Policy**") has been framed as per the principles and prescribed requirements under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and the rules framed thereunder (together the "**POSH Act**"). Sexual harassment at the workplace or any extended workplace if involving employees is a grave offence and is, therefore, punishable. The objective of this Policy is to educate the employees on what constitutes 'sexual harassment', what is the redressal mechanism in the event of occurrence of an incident of sexual harassment and the penal consequences of sexual harassment.

While the POSH Act only protects women from such instances, being a multi-national organisation and acknowledging that any employee of the Company, irrespective of their gender may be subject to sexual harassment, the Company has formulated this gender-neutral Policy.

Any non-adherence to this Policy and/or its misuse will be strictly viewed and dealt with as misconduct under the terms of employment, leading to disciplinary action up to termination of employment.

1. SCOPE

1.1. This Policy applies to all Employees (*defined below*) of the Company at all locations across India. In addition, all potential employees/ interview candidates, clients, vendors, suppliers and business associates of the Company or visitors to any of the Company's Workplaces (*as defined below*) can file a complaint if they are subjected to sexual harassment by any Employee of the Company.

1.2. For the purposes of this Policy, the term "**Employee**" shall mean any person engaged at the Workplace (*defined below*) for any work, whether employed for remuneration or working on a voluntary basis or otherwise engaged either directly or through an agent with or without the knowledge of the Company. The term Employee shall include all regular, permanent, temporary, full-time or part-time employees of the Company, consultants, interns, contractors, ad hoc or honorary employees/officers, probationers, trainees and apprentices, and all other individuals engaged by the Company irrespective of their tenure or designation.

1.3. The Company will not tolerate sexual harassment, if engaged by vendors, clients or by suppliers or any other business associates. In case a Sexual Harassment (*defined below*) complaint requires the involvement of an internal committee of another organisation, the Company's Internal Committee (*defined below*) will work with such other internal committee to decide how the matter should be dealt with.

1.4. It is also clarified that this Policy shall apply to Employees working remotely.

1.5. It is the duty and responsibility of each Employee to read and adhere to this Policy and enable a peaceful and harmonious Workplace (*as defined below*) free from all instances of Sexual Harassment.

1.6. All Employees are mandatorily required to attend sensitization and awareness sessions on prevention of sexual harassment, as and when convened by the Company.

2. DEFINITIONS

2.1. "**Complainant**" means an individual who alleges to have been subjected to Sexual Harassment by the Respondent at the Workplace. In situations wherein the Complainant is unable to / cannot make a complaint on their own, due to physical or mental incapacity or death or otherwise a representative can make the complaint on their behalf with their consent, in the manner specified in paragraph 4.3 of this Policy.

2.2. "**Employer**" or "**Management**" means any person(s) responsible for the management, supervision, and control of the Workplace. Management includes the person or board or committee responsible for formulation, implementation, and administration of policies.

2.3. "**Internal Committee**" or "**IC**" or "**Committee**" means the internal committee constituted by the Company as per the provisions of the POSH Act, details of which shall be displayed at the notice board of the offices.

2.4. "**Respondent**" means a person against whom an allegation of Sexual Harassment has been made under the terms of this Policy.

2.5. "**Sexual Harassment**" means and includes (but is not limited to) any one or more of the following unwelcome acts or behavior (whether directly or by implication) namely:

(a) sexually coloured remarks (including by way of jokes, letters, phone calls, e-mails and gestures having sexual undertones);
(b) requests or demand for sexual favors, either explicitly or implicitly;
(c) stalking, leering, i.e., staring in a sexually suggestive manner;
(d) showing of pornography, sexually suggestive sounds, display of obscene pictures, lewd signs, any verbal or non-verbal communication which offends the individual's sensibilities and affect her/his performance;
(e) unwelcome sexual advances, unwanted physical contact or molestation;
(f) any other unwelcome physical, verbal or non-verbal conduct of a sexual nature;
(g) In addition to the above, the following circumstances, among other circumstances, if it occurs, or is present in relation to or connected with any act or behavior of sexual harassment may also amount to sexual harassment:

    (i) Implied or explicit promise of preferential treatment in an employee's employment; or
    (ii) Implied or explicit threat of detrimental treatment in an employee's employment; or
    (iii) Implied or explicit threat about the present or future employment status of an employee; or
    (iv) Interference with an employee's work or creating an intimidating, offensive or hostile work environment for the employee; or
    (v) Humiliating treatment likely to affect an employee's health or safety.

The above instances are only illustrative and by no means constitute an exhaustive definition of Sexual Harassment.

2.6. "**Workplace**" means and includes (*but is not limited to*) all units, branches, office premises, warehouse, R&D centres, factories or any other establishments of the Company, including any co-working spaces being used by the Company, as well as any place visited by the Employee arising out of or during the course of employment, including and not limited to transportation provided by the Company for undertaking any journey, or accommodation provided by the

Company, Company off sites and official conferences, and / or any Company-sponsored events or parties. Workplace shall also be deemed to include any online platform or mode of communication used by the Employees in relation to and during the course of their employment with the Company, including any calls, texts, emails and social media usage, even if they occur away from the workplace, on personal devices, or outside of working hours.

3. INTERNAL COMMITTEE

An IC (Internal Committee) has been set up in accordance with the POSH Act to receive, redress, investigate and handle all complaints of Sexual Harassment. The names and contact details of the members of the Committee can be found on the notice boards of its establishments in prominent common display areas at the office premises and on the intranet portal.

4. INQUIRY PROCESS

4.1. A Complainant who has been/is being subjected to Sexual Harassment at the Workplace can submit their complaint of the alleged incident(s) in writing by way of an e-mail to presiding officer of the Committee , as soon as practicable, but not later than 3 (three) months from the date of occurrence of the last incident. The Committee may extend the time period by a maximum of 3 (three) months by recording the reasons in writing for the same if it is satisfied that circumstances were such, which prevented the Complainant from making a complaint within the said initial period. The complaint should be as comprehensive as possible, along with sequence of events and attach any and all available documentary proof (in the form of emails or screenshots of messages etc.) to substantiate the complaint, including a list of witnesses if any.

4.2. Verbal and anonymous complaints will not be accepted. In case the Employee has verbally mentioned the incident to the IC and/or is facing difficulties in providing a written complaint, the IC shall provide all reasonable assistance to the Complainant (including engaging a translator if required) with respect to filing a written complaint.

4.3. If a Complainant is unable to make a complaint on account of their physical or mental incapacity, a complaint may be filed by: (a) a relative or friend; (b) co-worker; (c) a special educator; (d) qualified psychiatrist or psychologist; (e) guardian or authority under whose care the Complainant is receiving treatment or care; or (f) any person who has knowledge of the incident, with the consent of the Complainant or jointly with the foregoing individuals, as the case may be.

If the Complainant is unable to make a complaint on account of any other reason, a complaint may be filed by any person who has knowledge of the incident, with the Complainant's written consent or by such Complainant's legal heir, in case of death of the Complainant.

4.4. In the event the Complainant writes to the human resources department of the Company, their manager or any other person within the Company who is not an IC member, such person shall, without any delay, forward the complaint to the IC and maintain strict confidentiality of the nature and parties to the complaint.

4.5. Upon receipt of the complaint, the Internal Committee shall forward the copy of the same to the Respondent within 7 (seven) days. In the event the Respondent is not an Employee of the Company and is an employee of an agent or contractor of a third-party organization, the Internal Committee shall take steps to inform the Respondent's employer to take appropriate action.

4.6. The Respondent shall be required to provide their written response within 10 (ten) days of the receipt of the complaint. The response should be as comprehensive as possible, in a chronological manner and the Respondent should attach any and all available documentary proof (in the form

of emails or screenshots of messages etc.) to provide their stance on the complaint, including a list of witnesses if any.

4.7. **Conciliation**: The Internal Committee, before initiating an inquiry, at the request of the Complainant, may take steps to settle the matter between the Complainant and the Respondent, through a process of conciliation. Conciliation cannot involve any kind of monetary settlement. If a settlement is reached pursuant to such conciliation, the Internal Committee shall record the settlement so arrived and forward the same to the Head of Human Resources to take action specified in the settlement. The Committee shall provide copies of the recorded settlement to the Complainant and the Respondent. Where the settlement is arrived at under the conciliation process, no further inquiry shall be conducted by the Committee.

If no settlement is arrived at under the conciliation process or the Complainant informs the Committee that there has been a breach of the terms of the settlement or if the Complainant does not want to resolve the issue through conciliation, the Committee shall proceed to conduct an inquiry into the complaint in accordance with the procedure laid down in this Policy.

4.8. **Principles of natural justice**: The Committee shall make inquiry into the complaint in a fair and neutral manner, and in accordance with the principles of natural justice. The Complainant and the Respondent shall be given equal and adequate opportunity to be heard.

4.9. **Meetings**: The meetings of the IC shall be conducted at such locations or virtually as may be decided by the IC, keeping in mind considerations of confidentiality. The IC may convene such number of meetings as may be deemed necessary so as to adjudicate and dispose the complaint, and a prior written notice shall be provided to all persons who are required to be present at such meetings. All meetings shall be strictly confidential.

The members of the IC, the Complainant, the Respondent and all witnesses shall be bound by the same standards of confidentiality in virtual meetings, as would be expected in physical meetings. The person appearing through virtual means must ensure that they are alone in the room during the course of the proceedings, and that no information pertaining to the proceedings is made known to any other persons.

4.10. The Committee will also speak to any witness(es) to the incident(s) (*as may be provided by the Complainant and Respondent and/or identified by the Committee during the course of the inquiry*) and will review all evidence available.

4.11. The Complainant and the Respondent shall have the right to cross-examine each other and all witnesses. However, such cross-examination shall be conducted in the form of written questions and responses *via* the Committee only.

4.12. If at any stage the Complainant wishes to withdraw the complaint it may submit a written request for the same and the IC may permit such withdrawal, subject to undertaking a suitable inquiry to understand the reasons behind the request to withdraw the complaint (*including whether the same has been obtained by fraud, force, coercion or undue influence*).

4.13. The Committee shall endeavour to complete the inquiry proceedings within a period of 90 (ninety) days.

4.14. The Committee shall have the same powers as are vested in a civil court i.e. it shall have the powers to summon and enforce the attendance of any person and examine, and require the discovery and production of documents that may be relevant for a fair and diligent inquiry.

4.15. The Committee shall have right to terminate the inquiry proceedings or to give an *ex-parte* decision on the complaint, if the Complainant or the Respondent fails, as the case may be, without

sufficient cause to represent for 3 (three) consecutive hearings of the Committee. Provided that such termination or *ex-parte* order may not be passed without giving a notice in writing, 15 (fifteen) days in advance to the Complainant/ Respondent (as the case may be).

4.16. The parties shall not be allowed to bring any legal practitioner to represent them at any stage of the proceedings before the Committee.

5. INTERIM RELIEF

5.1. During the pendency of an inquiry, the Committee may, at the written request of the Complainant, make recommendations to the Company's Head of Human Resources who will take the following actions as far as practically possible:

(a) transfer the Respondent and/ or the Complainant to any other Workplace, if practical or possible;
(b) grant leave to the Complainant (*over and above their leave entitlement*) for a reasonable period as the Committee shall determine, up to a period of three months;
(c) restrain the Respondent from reporting on the work performance of the Complainant (if applicable) and re-assign this responsibility to a senior authority;
(d) if the Respondent is a visitor/third party, adequate steps to ensure that they do not enter the workplace or contact/threaten the Complainant and/or witnesses; and/or
(e) such other relief as the Committee may deem appropriate.

6. POSSIBLE ACTIONS

6.1. After the completion of inquiry proceedings, the Committee shall prepare a report of findings along with its recommendations and submit it to the Head of Human Resources within 10 (ten) days of the date of completion of the inquiry / proceedings. A copy of the report with its detailed and reasoned decision and recommendations shall be sent to the Complainant and the Respondent.

(a) In the event the Committee arrives at the conclusion that the complaint does not fall under the purview of Sexual Harassment or the complaint does not mean an offence of Sexual Harassment, the same would be closed after recording the reasons thereof or forwarded to HR if the action is considered to misconduct not amounting to Sexual Harassment.

(b) In case the Committee arrives at the conclusion that the allegation of Sexual Harassment against the Respondent has been not been substantiated / not proven, the report shall provide that no further action needs to be taken against the Respondent.

(c) In case the Committee arrives at the conclusion that the allegation against the Respondent has been substantiated / proven, the report shall provide for the appropriate action to be taken against the Respondent in accordance with applicable law including but not limited to warning or censure or termination of employment. The Committee also has the power to award reasonable compensation to the Complainant, either by deduction from the Respondent's salary or wages or by payment in case the Respondent has ceased to be in service of the Company.

6.2. Pursuant to a finding of Sexual Harassment by the Committee against any Respondent, the Company may initiate the action recommended by the Committee, within sixty (60) days from the receipt thereof.

6.3. In case the complaint is found to be false or malicious or the Complainant or any witness has given false evidence or produced any forged or misleading document, the Complainant or the witness, as the case may be, shall, if deemed fit, be liable for appropriate disciplinary action by

the Management. It is however abundantly clarified that mere inability to substantiate a complaint or provide adequate proof shall not attract action against the Complainant.

7. CONFIDENTIALITY

7.1. All complaints lodged under this Policy shall be strictly confidential.

7.2. The name and identity of the Complainant and/or the Respondent, and witnesses, information relating to the complaint, conciliation and inquiry proceedings, recommendations of the Committee and actions taken by the Company shall not be published, communicated or otherwise made known to the public/press/media in any manner. However, information may be disseminated regarding the justice secured to any victim of Sexual Harassment under this Policy without disclosing the name, address, identity or any other particulars calculated to lead to the identification of the Respondent and/ or any witness(es).

7.3. If any person entrusted with the duty to handle or deal with the complaint, inquiry or any recommendations or actions under law, or any person who has been involved in an inquiry or otherwise in connection with the complaint, contravenes confidentiality obligation, such person shall be liable to disciplinary action including fine under the POSH Act.

8. NO RETALIATION / VICTIMISATION

A Complainant who has raised a complaint under this Policy or a Respondent who is a party to complaint of Sexual Harassment or any witness who has participated in an inquiry proceeding shall not be subjected to adverse action or victimization. Any such person who is involved in the inquiry process, who believes they have been subjected to any retaliation / victimisation for participation in such process, should inform the Head of Human Resources or file a complaint in accordance with the applicable policies of the Company. Any Employee who has been found guilty of engaging in retaliation/victimization against the Complainant or Respondent or any witness will be subject to disciplinary action, up to and including termination.

9. AMENDMENT, REVIEW AND EFFECTIVENESS

9.1. This Policy will be subject to review as may be deemed necessary by the Board and as required under applicable law. In the event of any conflict between the terms of this Policy and applicable law (including the Listing Regulations), the provisions of applicable law shall prevail.

9.2. This Policy is approved and adopted by the Board at its meeting held on 15th May, 2025, from which date this Policy shall be effective.