



CREDESCENCE
PROSTHETIC INDIA PVT. LTD.

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EMPLOYEE MANUAL

(Rules and Regulations)

ISSUE NO. – CredPro - 001

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Credence Prosthetic India Pvt. Ltd.

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CREDESCENCE PROSTHETIC INDIA PVT. LTD.

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THIS EMPLOYEE MANUAL

IS

THE SOLE PROPERTY OF CREDENCE PROSTHETIC INDIA PVT. LTD.

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RELEASE AUTHORIZATION – MASTER COPY

THIS EMPLOYEE MANUAL IS RELEASED UNDER THE AUTHORITY OF

NAME : Sh. Tarun Kumar Kulshreshtha

DESIGNATION : Director, Head: Business & Operations

SIGNATURE :



SEAL :



CHAPTER 1: INTRODUCTION

Welcome to Credence Prosthetic India Pvt. Ltd. ("the Company"). We are pleased to welcome you as a member of our team. This Employee Manual is issued to provide clarity on employment conditions, organizational discipline, professional conduct, and workplace expectations.

The Manual emphasizes accountability, excellence, and ethical conduct. While this document provides comprehensive guidelines, it does not constitute a contract of employment and must be read together with the individual Letter of Appointment.

The Company reserves the right to amend or revise this Manual at any time in line with legal, regulatory, or organizational requirements. Compliance with this Manual is mandatory for all employees.

CHAPTER 2: COMPANY PHILOSOPHY, MISSION AND VALUES

Credence Prosthetic India Pvt. Ltd. operates in the healthcare and rehabilitation domain, where professional ethics, clinical responsibility, and respect for human dignity are fundamental.

Mission:

Our mission is to provide innovative and accessible prosthetic and orthotic devices to enhance the quality of life for individuals with limb loss or limb differences. We strive to offer compassionate, patient-centered care that empowers our clients to achieve their goals and lead fulfilling lives.

Vision:

Our vision is to be the leading provider of artificial limbs in our community, known for our expertise, innovation, and compassionate care. We strive to continuously improve our services by incorporating the latest technological advancements and providing ongoing education and support to our patients. We envision a future where every person who has lost a limb has access to the best possible prosthetic solutions, enabling them to live their lives to the fullest.

Values:

The Company is guided by its in-built credibility, integrity, accountability, continuous improvement, patient-centricity, and respect for colleagues and stakeholders.

CHAPTER 3: EMPLOYMENT STRUCTURE AND CONDITIONS

The employment of any person with the Company is governed by the Letter of Appointment issued at the time and after successful completion of the probation period. All employees are expected to devote their full potential, time and attention to the Company's work.

Probation:



Employees are required to be on probation for the period specified in their Offer Letter. During this period, performance, discipline, clinical competence (where applicable), and suitability shall be evaluated. The duration of probation period may be extended if the Company finds it necessary to do so.

Upon successful completion of the probation period, the Company will issue Appointment Letter to regularize the employment. The Company reserves the right to terminate employment during probation as per the Agreement and law.

The Company may also issue Letter of Appointment to such candidates possessing exceptional expertise and experience in their relevant field without issuance of an Offer Letter and without the requirement of completing Probation Period.

Scope of Work:

The duties and responsibilities of an employee are defined in "Annexure-I Detailed Job Description", which is an integral part of the Appointment Letter.

Location:

The details of location or placement of the employee(s) will be contained in their respective Appointment Letter(s). However, the Company may, based on organizational and business requirements, transfer, post, or deploy an employee to any of its offices, units, clinics, projects, or business locations operating under the control or management of the Company.

Confidentiality

As part of your employment, you will acquire & develop confidential and proprietary information concerning the Company and its dealings. You will also be privy of its methods of dealing with its customers (including clients and end-users) and employees.

You will develop relationships of special trust and confidence with the Company's customers (including clients and end-users) and employees (collectively, "Confidential Matter").

You agree that such Confidential Matter is for the Company's exclusive benefit and that, both during your employment and at all times thereafter, you will not directly or indirectly use or disclose any Confidential Matter except for the sole benefit and with the consent of the Company. Upon the conclusion of your employment, you will promptly return all documents and information (including computer-generated or stored matters) concerning the Company or its customers and employees.

You agree that all ideas, discoveries, creations, manuscripts and properties, innovations, improvements, know how, inventions, designs, developments, apparatus, techniques, methods, processes, customer lists, laboratory notebooks and formulae which may be used in the business of the Company, whether patentable, copyrightable or not, which you may conceive, reduce to practice or develop during the Term (collectively, "**the Inventions**"), alone or in conjunction or collaboration with another, or others, whether during or out of regular business hours, and whether at the request or upon the suggestion of the Company, or otherwise, shall be the **sole and exclusive property of the Company**, and that you shall not



publish or share any of the Inventions without the prior written consent of the Company. You hereby assign to the Company all your rights, title and interest with respect to the Invention in and to all of the foregoing. You further represent and agree that to the best of your knowledge and belief none of the Inventions will violate or infringe upon any right, patent, copyright, trademark or right of privacy, or constitute libel or slander against or violate any other rights of any person, firm or corporation and that you will use your best efforts to prevent any such violation.

Disclosure of Information

Other than authorized use during the course of the Employee's employment or otherwise as required by law, the Employee must keep confidential and not disclose or make known to any person (including any firm or corporation) either during or after the Employee's employment has ended, any confidential information that the Employee has been provided, accessed or acquired during the course of the Employee's employment with the Company.

For the purpose of the above clause, Confidential Information includes but is not limited to the following types of information that the Employee may access, acquire or be provided with during the Employee's employment with the Company:

- I. all products, inventions, ideas and concepts concerning the technology of the Company.
- II. all financial information or other business information about the Company and any of its divisions, customers, suppliers, products or strategies.
- III. terms of contracts or arrangements between the Company and any other party (including, without limitation, employees, contractors, agents, customers, suppliers and directors);
- IV. research and development information, financial details and information, business plans, marketing plans and strategies, information related to the employees of the Company, its customers (clients and end-users) and any other information about the Company, its business, its products and services or plans; and
- V. all such other information that the Company may identify to the Employee as being of a confidential nature to the Employee.

Non-Competition and Non-Solicitation

During the term of your employment, you agree to devote your full business time and energies to the business and affairs of the Company. You shall not engage in a business in any manner similar to, or in competition with, the Company or the Company's affiliated businesses for a period of six (6) months from the date of termination of your employment with the company



for any reason. During the term, you shall not seek employment or enter into employment of any other Employer or directly or indirectly engage in any business including as that of the Company. Your employment is also contingent upon your ability to work for the Company without restriction (i.e., you do not have any non-compete obligations or other restrictive clauses with any previous employer(s)).

Notice period:

Notice period for the purpose of separation from services during your tenure after confirmation, by either side will be made by a written intimation. The required notice period will be thirty (30) days. The notice period of 30 days can be adjusted as per the work requirements and handover process. Since the purpose of notice period is to ensure business continuity, in the eventuality of you separating from the Company on your own accord, serving of notice period shall be mandatory unless the Company after due consideration, agrees to accept payment in lieu of notice period or waiver the notice period, however the final decision with respect to extension or waiving off the notice period shall be with the Management only.

Termination of Employment

In case of exigency, you can voluntarily resign from your employment by giving one month's notice to the Company. Your resignation will be subjected to its approval and acceptance by the Management of the Company.

The Company may allow you to complete the Notice Period for handing over the Company's properties, assist in the procedure of handover of the responsibilities and pursue clearance and exit formalities.

The Company reserves its right to release you from employment at any time during your notice period on payment of equivalent salary for the remaining period of notice. Similarly, you may also discontinue your employment, if your resignation is accepted by the management, without serving a notice period on payment of equivalent salary for the period of notice.

The Company may terminate your employment without assigning any reason by giving one month's notice to you or by payment of salary equivalent to remaining period of Notice.

Notwithstanding contained herein above, the Company will terminate your employment in case you are found to be engaged in activities amounting to Misconduct. No notice or payment of any sum in lieu of notice and your employment benefits will be paid to you in such eventualities. And the same cannot be construed as illegal.

The Misconduct includes acts such as willful insubordination, theft, fraud, dishonesty, habitual late attendance or unauthorized absence, damage to company property or reputation, disorderly or indecent behavior, violation of confidentiality, and any act in contravention of the law of the country and of the Terms and Conditions mentioned in this Appointment Letter and which are mentioned in the Employee's Manual (CredPro-001, dated 1st April 2022).



If your performance is found to be unsatisfactory during your employment, the Company will terminate your employment at any moment without serving any notice period and compensation and the same cannot be construed as illegal.

A written notice of termination is required to be served to you or by you, as the case may be) in person or sent via registered email or post to the last known address. The date of delivery shall be considered the date of termination notice.

Upon termination, you are required to return all company property, complete the required handover, and cooperate in the exit formalities. Final dues including salary, leave encashment, and applicable benefits shall be processed as per Company policy and statutory guidelines.

Third Party Conflict

As a condition of your employment with the company, you must terminate any previous employment relationship and verify that your employment with the company does not and will not breach any agreement you entered or with any other entity (such as non-competition breach) prior to your acceptance of this offer. By Signing this letter, you represent that no such third-party conflict exists.

Commencement / Continuation of the Employment

The commencement and continuation of employment with the Company will be dependent upon the employee(s) by signing the Offer Letter and Appointment Letter as a token of acceptance of the employment with the Company.

Retirement:

An employee will retire from the services of the Company attaining the age of 60 years. This will be determined based on the Date of Birth as provided in proof at the time of joining the services of the Company.

Indemnity:

The Indemnity Clause will be the part of the Appointment Letter to legally protect the Company from losses, liabilities, or damages that may arise due to the employee's acts, omissions, or breaches during the course of employment.

General

At any time during or after the employment, employee agree that they will fully cooperate with the Company, its attorneys and agents in the preparation and filing of all papers and other documents as may be required to perfect the Company's rights in and to any of such inventions, including, but not limited to, joining in any proceeding to obtain letters patent, copyrights, trademarks or other legal rights of India and of any and all other countries on such inventions, provided that the Company will bear the expense of such proceedings, and that any patent or other legal right so issued to the employee(s), personally, shall be assigned by the employee(s) to the Company without charge.



The appointment of an employee is made on the basis of the information and documents furnished by him/her in support of the age, academic qualifications, previous work experience, relieving letter from your last employer. If at any time, it is found that the employee has furnished false information or withheld or suppressed any material fact or information, the Company shall be entitled to terminate the employment without notice.

The employment of an employee with Company is based on the "Terms & Conditions" mentioned in the Appointment Letter and are also subjected to the guidelines as defined in the "Employee's Manual (CredPro-001, dated 1st April 2022)". Though these guidelines are quite extensive but are subjected to change as per the governing laws of the Country, Company Policy or for any other prevailing condition affective the Policy and / or Management of the Company.

The employment of an employee will be governed by these terms and conditions and guidelines mentioned in the appointment letter and this Employee Manual respectively, which are in force at present and as may be added, amended or introduced.

The Company reserves all rights to change the employment terms and conditions of the appointment letter and guidelines as defined in this Employee Manual, as it deems fit from time to time.

In case of any dispute arising out of or in connection with the employment of an employee or any other related documents, the jurisdiction will be **Gurgaon, Haryana** only.

CHAPTER 4: WORKING HOURS, ATTENDANCE, DISCIPLINE AND CONDUCT

Employees are required to adhere strictly to the working hours notified by the Company. Punctuality, regular attendance, and availability during assigned hours are essential, particularly in patient-facing and clinical roles.

Unauthorized absence, habitual late reporting, or abandonment of duty shall be treated as misconduct and may attract disciplinary action, including termination.

Working Hours and Attendance:

The Company observes a 06-day week and the official working hours of the Company are be from 9:30 AM to 6:00 PM, with a thirty-minute lunch break, unless otherwise notified.

All employees are required to report to their respective workstations and be fully prepared to commence work at 9:30 AM.

Reporting after 9:30 AM shall be treated as late attendance. Three instances of late attendance shall be treated as one day's leave of absence, for which salary shall be deducted accordingly.

Continuous or frequent late reporting shall be treated as indiscipline and may attract disciplinary action, including termination of employment.

Employees shall not leave the workplace before the prescribed closing time of 6:00 PM without prior approval from their reporting superior, and any unauthorized early departure shall be dealt with the same seriousness as late attendance.



The employees of the Company are required to punch in and punch out for marking their attendance on Company's Attendance Management System.

Overtime work, where required, must be approved in advance by the immediate superior, and any overtime undertaken without such approval shall neither be recognized nor compensated.

The Company reserves the right, through authorized reporting officers or supervisors, to regulate, adjust, or regularize an employee's working hours based on operational or business requirements.

Discipline and Conduct:

All employees are expected to maintain a high standard of discipline, decorum, and professionalism within the workplace at all times. Behaviour within the premises of the Company, including clinics, workshops, offices, and any location where employees represent the Company, must reflect respect, courtesy, and restraint.

Employees shall conduct themselves in a dignified manner and shall refrain from loud, aggressive, inappropriate, or unprofessional conversations, gestures, or conduct.

Discussions among employees must remain respectful and work-related, and under no circumstances shall abusive language, arguments, gossip, or behavior that may disturb the work environment be tolerated.

Employees are required to adhere to maintain a neat, clean, and professional appearance appropriate to their role, particularly in patient-facing and client-facing areas. Improper attire, untidy appearance, or inappropriate dressing shall be treated as a breach of workplace discipline.

While interacting with patients, customers, vendors, or visitors, employees shall communicate politely, truthfully, and with empathy, maintaining professional boundaries at all times.

Any conduct that is disrespectful, misleading, intimidating, discriminatory, or likely to harm the dignity, comfort, or confidence of patients or visitors shall be viewed as serious misconduct.

Employees shall ensure that their conduct does not adversely affect the reputation, credibility, or professional image of the Company.

Violation of workplace discipline, behavioral norms, or dress code requirements may attract disciplinary action, which may include warnings, corrective measures, suspension, or termination of employment, depending on the nature and severity of the violation.

Repeated or serious breaches shall be treated as gross misconduct and dealt with accordingly under Company policy and applicable law

CHAPTER 5: LEAVE AND HOLIDAYS



The Company provides leave benefits in compliance with applicable labour laws. Leave entitlements, accrual, carry-forward, and encashment shall be governed by Company policy and communicated by HR.

Employees must plan leave responsibly, ensuring continuity of patient care and operational requirements.

Employees of the Company are entitled to 6 days of Sick Leave, 6 days of Casual Leave, 18 days of Earned Leaves (1.5 Earned leaves will be accounted per month of attendance), Paternity Leave of 5 days and Bereavement Leave of 15 days.

In addition, they are entitled to Statutory holidays of 12 days, in accordance with the Company's Policy, as in effect from time to time.

As per the Maternity Benefit (Amendment) Act, 2017 Employees women are entitled to 26 weeks for birth of the first two children and 12 weeks for the next children.

Applicable to employees with a minimum of 80 (eighty) calendar days of service in the preceding 12 (Twelve) months.

Employees are required to apply, as per the procedure laid down by the company, to avail the leave with specific mention of the kind of leave to avail. An employee will proceed on leave only after it has been sanctioned / approved by your superior officer / management.

If an employee remains absent from work for continuous 03 (three) days without any intimation to the superior officer or the management, it will be considered as unauthorized absence from duties / Work and the Company reserves the right to take appropriate action including termination of the employment with the Company.

Repeated and intermittent absence from work without intimation will be considered as Misconduct from Work or non-adherence to the procedure put in place by the company to avail the leave and will amount to termination of your employment.

Non-Availed Leave:

Any Earned Leave accumulated beyond the maximum permissible limit, as prescribed by the Company, shall automatically lapse without compensation.

Unused Sick Leave, Maternity Leave, Paternity Leave, and Bereavement Leave shall neither be carried forward nor encashed under any circumstances and shall automatically lapse upon the closure of the relevant calendar year or financial year, as applicable.

Leave encashment shall be applicable only in respect of Earned Leave, subject to the maximum limit prescribed by the Company, and shall be payable only at the time of separation from the services of the Company, in accordance with applicable law and Company policy.



CHAPTER 6: COMPENSATION AND STATUTORY BENEFITS

Employees shall be paid remuneration as defined in the Annexure-II of their Letter of Appointment. The Company complies with statutory obligations including Provident Fund, ESI gratuity, and other benefits as applicable.

Salary shall be disbursed monthly after statutory deductions as per following table:

Your total Monthly Compensation structure is as follows.

Compensation Break-up	Amount (₹)
Basic Salary	50% of Gross Salary
House Rent Allowance (HRA)	25% of the Gross Salary
Medical Allowance	12.5% of the Gross Salary
City Allowance	12.5% of the Gross Salary
Variable - KPI (Monthly)	Variable and If applicable
Total ₹ -	

House Rent Allowance and Books & Periodicals, if applicable, require submission of proof of expenditure for taxation benefits. In case the proofs are not submitted, respective amounts will attract Income Tax.

The tax liability, if any, including income tax, arising on the compensation, will be employee's personal liability and will be governed by the tax laws of the country. The Compensation mentioned in the breakup provided is for understanding only. The Company reserves the right to deduct tax at source from any component of your compensation and take such other actions as required by applicable law.

The Company will make the payment of your monthly salary through your designated bank account.

The salary processing and disbursed by the 7th day of each month after taking previous month's attendance/ performance.

The Company provides you with a choice that you can contribute the amount to Employee's Provident Fund Scheme when it is implemented, or you continue to receive this amount as part of your salary.

Bonus, Target Incentives and Yearly Appraisals:

Bonus, Target Incentive and Yearly Appraisals will be as per Company Policy which is subject to change at the discretion of the management and will be based on employee's performance and performance of the Company as well.

Expenses:



Employee's Company-related expenses will be reimbursed upon submission of pre-approved bills or invoices. This includes expenses such as travel fares, accommodation, and purchases made on behalf of the Company.

Gratuity Scheme:

All the Employees of the Company are covered under the gratuity scheme from the date of joining. The Gratuity will be paid as per the provisions of the Gratuity Act, 1972.

Leave Encashment:

Employees shall be eligible for encashment of accrued Earned Leave at the time of separation from the Company or as otherwise permitted by Company policy and applicable law.

The maximum accumulation of Earned Leave eligible for carry-forward and encashment shall be limited to sixty (60) days.

Any Earned Leave accumulated in excess of this limit shall automatically lapse without compensation.

Leave encashment, where applicable, shall be calculated in accordance with statutory provisions and the Company's prevailing rules.

Group Personal Accident Insurance Policy

All employees of the Company are covered under the Group Personal Accident (G.P.A) insurance policy from the day after completion of the Probation period and till the termination of employment. The insurance pertains only to the continuing employees of the Company.

The insurance policy covers the accident risk of all employees being 'on duty' anywhere in India.

In case of any accident, intimation should be sent or arranged to be sent to the HR and immediate superior, in writing within 24 hours of the occurrence of the accident. Intimation should be preferably sent by telephone or email to the HR and immediate superior and should be confirmed in writing at the earliest.

Thereafter, the employee will submit to the HR and immediate superior an insurance claim form as prescribed by the insurer.

Medical Insurance

Employees of the Company are covered with their immediate family members under the Group Medclaim Insurance Policy from the day after completion of the Probation period.

CHAPTER 7: PERFORMANCE MANAGEMENT AND DEVELOPMENT

The Company follows a performance-driven culture aligned with its standards. Employees are expected to consistently meet defined objectives, quality benchmarks, and ethical standards.

Continuous learning and professional development are strongly encouraged.



CHAPTER 8: INTERNAL COMMUNICATION AND COMMUNICATION WITH PATIENTS

Effective internal communication is essential to ensure operational efficiency, discipline, accountability, and consistency across all functions of the Company.

The Company is committed to maintaining a communication system that is clear, transparent, timely, traceable, and free from ambiguity. All employees are required to adhere strictly to this policy while performing their duties.

Effective communication with patients is fundamental to the delivery of safe, ethical, and high-quality healthcare services. Clear and accurate communication helps patients understand their clinical condition, treatment options, expected outcomes, limitations, costs, and follow-up requirements, thereby enabling informed decision-making.

Transparent communication builds trust, reduces anxiety, prevents misunderstandings, and minimizes the risk of complaints or disputes. It also ensures that patient expectations remain realistic and aligned with clinical possibilities.

Employees must therefore communicate with patients in a respectful, empathetic, and objective manner, using language that is easily understood, while ensuring that all significant discussions are properly documented.

Failure to communicate effectively may compromise patient safety, clinical outcomes, and the reputation of the Company and shall be treated as a serious lapse in professional responsibility.

Primary Modes of Internal Communication:

The Company recognizes the following as authorized modes of internal communication:

Official Email:

Email shall be the primary and preferred mode of formal communication within the Company. All instructions, approvals, decisions, notices, reports, and official correspondence must be communicated through official email IDs issued or approved by the Company. Emails serve as an official record and may be relied upon for audit, compliance, and disciplinary purposes. Employees are expected to check their official email regularly during working hours and respond within a reasonable timeframe.

WhatsApp / Messaging Applications:

WhatsApp or similar messaging platforms may be used only for operational coordination, urgent communication, or time-sensitive instructions. However, such communication shall not replace official email where formal approval, documentation, or record retention is required. Wherever instructions or decisions are conveyed through WhatsApp, the same must be followed up and recorded through official email or written communication to avoid ambiguity.



Cellphone / Telephonic Communication:

Telephonic communication may be used for immediate clarification, urgency, or operational coordination. However, verbal instructions that have operational, financial, clinical, or disciplinary implications must be confirmed in writing through email or documented records. Verbal communication alone shall not be treated as sufficient proof of authorization unless subsequently recorded.

Orders and Instructions from Management:

Instructions, directions, and orders issued by the management, reporting officers, or authorized supervisors—whether communicated verbally, telephonically, or electronically—shall be treated as official and binding, provided they are lawful and within the scope of employment. Employees are required to seek clarification immediately if any instruction is unclear. Silence, assumption, or misinterpretation shall not be accepted as justification for non-compliance.



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All employees are expected to ensure that instructions received are properly understood and, where necessary, documented to eliminate ambiguity. Failure to follow lawful instructions due to negligence or misinterpretation may attract disciplinary action.

Clarity, Objectivity, and Professional Tone:

All internal communication must be:

- Clear, concise, and objective
- Free from misleading, vague, or ambiguous language
- Professional, respectful, and factual

Emotional, speculative, abusive, sarcastic, or informal language that undermines workplace discipline or professionalism is strictly prohibited. Employees shall refrain from gossip, rumors, or unofficial discussions that may disrupt harmony or create confusion.

Communication with Patients:

Communication with patients and their families is a critical responsibility and must be handled with utmost care, empathy, and professionalism. Employees shall ensure that all information shared with patients is accurate, honest, objective, and within the scope of their professional authority.

Employees shall not:

- Provide false assurances or guarantees
- Misrepresent clinical outcomes, timelines, or costs
- Withhold material information that may affect patient decisions

All clinical explanations, treatment plans, measurements, modifications, costs, and follow-up instructions should be communicated clearly and, wherever required, supported by written records or consent documentation.

Documentation and Record Keeping

Proper documentation is an integral part of transparent communication. All significant internal communications, patient interactions, clinical decisions, instructions, approvals, and deviations must be appropriately recorded and maintained in physical or digital form as prescribed by the Company.

Records shall be:



- Accurate and contemporaneous
- Securely stored
- Accessible only to authorized personnel
- Maintained in accordance with Company policy and applicable law

Failure to maintain proper records or deliberate suppression or alteration of communication records shall be treated as serious misconduct.

Confidentiality and Responsibility:

Employees must ensure that confidential information is shared strictly on a need-to-know basis and only through authorized communication channels. Unauthorized disclosure, casual discussion, or forwarding of official or patient-related communication is strictly prohibited.

Non-Compliance:



Violation of this Internal Communication Policy, including misuse of communication channels, failure to document instructions, miscommunication with patients, or creation of ambiguity, may result in disciplinary action, including termination of employment.

CHAPTER 9: EQUAL OPPORTUNITIES AND ANTI-HARRASSMENT POLICY

The Company is committed to providing a professional work environment that is safe, inclusive, respectful, and free from discrimination and harassment. The Company believes that diversity, equality, and mutual respect are essential to organizational integrity, employee wellbeing, and sustainable growth.

The Company strictly prohibits discrimination, harassment, or unequal treatment of any employee or stakeholder on the grounds of gender, sex, caste, creed, religion, region, language, ethnicity, marital status, disability, age, or any other status protected under applicable law.

All employment-related decisions—including recruitment, training, promotion, compensation, transfers, and termination—are based solely on merit, performance, competence, and organizational requirements.

Equal Opportunity and Non-Discrimination:

The Company is an equal opportunity employer. Every employee has the right to work in an environment that promotes dignity, fairness, and respect.

Discrimination in any form—whether direct or indirect—will not be tolerated. This includes discriminatory behavior, remarks, practices, exclusion, or bias that may create an intimidating, hostile, or offensive work environment.

Employees are expected to respect differences and maintain professional conduct in all interactions with colleagues, patients, customers, visitors, vendors, and any third parties associated with the Company.

Prohibition of Harassment:

Harassment of any kind is strictly prohibited. Harassment includes unwelcome conduct—verbal, physical, written, visual, or electronic—that demeans, humiliates, intimidates, or offends an individual and interferes with their work performance or creates a hostile environment.

Harassment may occur:

- Within Company premises
- At client or patient locations



- During business travel, meetings, training programmes, or events
- Through electronic or digital platforms related to work

Any such conduct shall be treated as a serious violation of Company discipline.

Sexual Harassment at Workplace (POSH):

The Company has adopted a zero-tolerance approach towards sexual harassment at the workplace. Sexual harassment is strictly prohibited and shall be dealt with in accordance with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 ("POSH Act").

A separate and detailed POSH Policy, duly approved by the Board of Directors will issued by the Company.

All employees are required to familiarize themselves with and comply with the provisions of the said POSH Policy.

Internal Complaints Committee (ICC):

In compliance with the POSH Act, the Company will constitute an Internal Complaints Committee (ICC) to receive, inquire into, and redress complaints of sexual harassment in a fair, confidential, and time-bound manner.

The ICC is constituted as per statutory requirements and comprises:

- A Presiding Officer (senior woman employee / external nominee as applicable)
- Employee members committed to gender sensitivity and fairness
- An external member with experience in social work or legal matters

Details of the ICC members, their contact information, and the complaint mechanism are provided in the standalone POSH Policy and are displayed at prominent locations within the Company premises.

Complaint Redressal and Protection Against Retaliation:

Any employee who experiences or witnesses discrimination or harassment is encouraged to report the matter promptly through the prescribed channels. Complaints shall be handled with confidentiality, neutrality, and procedural fairness.

The Company strictly prohibits retaliation against any individual who:

- Files a complaint in good faith
- Assists in an inquiry
- Provides information or testimony



Any act of retaliation shall itself be treated as serious misconduct.

Duties of Employees and Management:

All employees are responsible for:

- Maintaining respectful conduct at all times
- Refraining from discriminatory or harassing behavior
- Cooperating fully in any inquiry process

Managers and supervisors carry an additional responsibility to:

- Promote a respectful and inclusive work culture
- Act promptly on complaints or observed misconduct
- Ensure compliance with this policy within their teams

Failure to discharge these responsibilities may attract disciplinary action.

Disciplinary Action

Violation of this policy, including acts of discrimination, harassment, or sexual harassment, shall invite strict disciplinary action. Depending on the nature and severity of the misconduct, such action may include warning, suspension, withholding of increments or promotion, termination of employment, and/or legal proceedings, in accordance with applicable law and Company rules.

Awareness and Training

The Company shall undertake periodic awareness programmes and training initiatives to sensitize employees on:

- Equal opportunity principles
- Prevention of harassment
- POSH compliance and responsibilities

Participation in such programmes is mandatory.

Policy Review:



This policy shall be reviewed periodically and updated as required to remain compliant with applicable laws and best practices. Any amendments shall be communicated to all employees through official channels.

CHAPTER 10 : SOCIAL MEDIA POLICY

The Company recognizes that social media and digital platforms are powerful tools of communication that can significantly influence public perception, professional credibility, and stakeholder trust. This policy is intended to ensure responsible, ethical, and lawful use of social media by employees, both during and after their association with the Company. This policy applies to all employees, consultants, trainees, interns, and any individual representing or formerly associated with the Company, and covers all forms of social media, online forums, blogs, messaging platforms, and digital communication channels.

Guiding Principles:

Employees are expected to exercise sound judgment, professionalism, and restraint while using social media. All online conduct must be consistent with the Company's values, code of conduct, confidentiality obligations, and applicable laws.

Employees shall ensure that their personal social media activity does not harm the reputation, goodwill, commercial interests, or professional standing of the Company.

Use of Social Media During Employment:

During the course of employment, employees shall not:

- Post, publish, or circulate any content that is defamatory, abusive, misleading, offensive, or derogatory towards the Company, its management, colleagues, patients, customers, vendors, or business partners
- Share confidential, proprietary, or sensitive information relating to the Company, patients, clinical practices, pricing, contracts, or internal matters
- Present personal opinions as official views of the Company
- Engage in online arguments, disputes, or commentary involving Company-related matters

Only employees expressly authorized by the management may communicate on behalf of the Company through social media, press, or public forums.

Patient and Client-Related Content:

Employees shall not post, share, forward, or comment on any patient-related information, photographs, videos, testimonials, or clinical details on social media platforms under any



circumstances, unless expressly authorized in writing by the Company and supported by documented patient consent.

Any breach of patient confidentiality through social media shall be treated as serious misconduct.

Post-Employment Non-Disparagement Obligation:

Upon cessation of employment, whether by resignation, termination, retirement, or otherwise, employees shall continue to be bound by obligations of confidentiality, dignity, and professional conduct.

Former employees **shall not, directly or indirectly**, through any medium including social media, digital platforms, interviews, or public forums:

- Make false, misleading, malicious, or disparaging statements against the Company
- Defame, badmouth, ridicule, or undermine the reputation, goodwill, or credibility of the Company, its management, employees, patients, or business associates
- Disclose or misuse any confidential or internal information acquired during the course of employment

This non-disparagement obligation is essential to protect the legitimate business interests of the Company and shall survive the termination of employment.

Freedom of Expression and Disclaimer:

Nothing in this policy is intended to restrict lawful expression of personal views on matters unrelated to the Company. However, employees and former employees must ensure that their online activities do not create an impression of association with or endorsement by the Company.

Employees are encouraged to include a disclaimer when expressing personal opinions online, stating that the views expressed are their own and do not represent the views of the Company.

Monitoring and Enforcement:

The Company reserves the right, to the extent permitted by law, to monitor publicly available social media content for compliance with this policy. Violation of this policy may result in disciplinary action during employment and may also lead to legal action, including claims for damages, in case of post-employment breaches.

Disciplinary Action:

Any violation of this Social Media Policy shall be treated as misconduct. Depending on the nature and severity of the violation, disciplinary action may include warning, suspension, termination of employment, and/or initiation of appropriate legal proceedings.



Use of Company Equipment and Networks:

Use of the Company's office equipment, information systems, and communication networks—including computers, laptops, mobile phones, tablets, servers, internet connections, Wi-Fi networks, and official email IDs—is strictly restricted to official and business-related purposes only.

Employees shall not use Company equipment or networks for personal social media activities, including but not limited to browsing, posting, uploading, commenting, messaging, streaming, or engaging on any social media or online platforms for non-official purposes.

Accessing or engaging in personal social media activities during working hours using Company resources is prohibited and shall be treated as misuse of Company assets. Any limited personal use, if permitted by management under exceptional circumstances, shall not interfere with official duties, productivity, data security, or workplace discipline.

The Company reserves the right to monitor, review, and audit the use of its equipment and networks to ensure compliance with this policy.

Any violation, including unauthorized use, excessive personal usage, or misuse of Company systems for social media or non-official communication, may attract disciplinary action, including suspension or termination of employment, in accordance with Company policy and applicable law.

CHAPTER 11 : CLINICAL ETHICS AND PATIENT INTERACTION POLICY

Employees involved in clinical, technical, or patient-facing roles must adhere to the highest standards of clinical ethics. Patients shall be treated with dignity, empathy, and without discrimination.

No employee shall provide false assurances, guarantee outcomes, or undertake procedures without informed consent. Any abuse, neglect, or unethical conduct towards patients shall constitute gross misconduct.

Annexure a: Clinical Ethics & Patient Rights Charter

This Annexure defines the ethical obligations of the Company towards patients. Patients have the right to dignity, privacy, informed consent, transparent communication, and respectful care. Clinical decisions must prioritize patient welfare above all commercial or operational considerations.

CHAPTER 12 : DATA PROTECTION AND MEDICAL CONFIDENTIALITY

All patient data, medical records, measurements, photographs, and digital information are confidential. Employees are duty-bound to protect such data and use it strictly for authorized purposes.

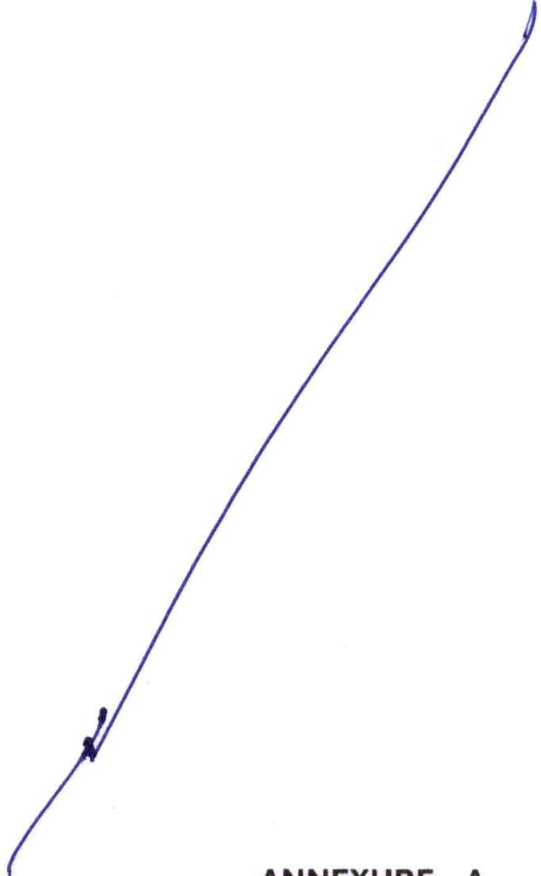
Unauthorized disclosure, misuse, or negligent handling of patient information shall result in strict disciplinary action and possible legal proceedings.



Annexure B: Data Protection & Medical Confidentiality Sop

This Annexure establishes procedures for handling patient and clinical data.

All records must be securely stored. Digital data shall be password-protected and accessed only by authorized personnel. Sharing of patient information on personal devices or social media is strictly prohibited. Confidentiality obligations continue even after separation from the Company.



ANNEXURE – A

CLINICAL ETHICS & PATIENT RIGHTS CHARTER

(Applicable to all clinical, technical, patient-facing and supervisory employees)

A.1 Purpose and Scope

This Annexure lays down the ethical framework governing all clinical, technical, and patient-interaction activities undertaken by Credence Prosthetic India Pvt. Ltd. ("the Company"). Given the healthcare and rehabilitation nature of the Company's operations, strict adherence to ethical standards is mandatory and non-negotiable.

This Charter applies to:



- Prosthetists & Orthotists
- Clinical technicians and assistants
- Rehabilitation professionals
- Sales, marketing, and support staff interacting with patients
- Any employee having access to patients or patient data

A.2 Fundamental Ethical Principles

All employees shall perform their duties in accordance with the following guiding principles:

1. Primacy of Patient Welfare

The health, safety, dignity, autonomy, and long-term wellbeing of the patient shall always take precedence over commercial, operational, or personal considerations.

2. Respect for Human Dignity

Every patient shall be treated with empathy, compassion, and respect, irrespective of disability, age, gender, caste, religion, economic status, or social background.

3. Professional Integrity

Employees shall maintain honesty and transparency in all clinical opinions, recommendations, measurements, fittings, and follow-up interactions.

4. Accountability

Employees shall remain professionally accountable for their actions, clinical decisions, and patient communications.

A.3 Patient Rights

Every patient engaging with the Company has the right to:

- Clear, accurate, and complete information regarding diagnosis, treatment options, prosthetic limitations, expected outcomes, costs, timelines, and risks
- Respectful communication in a language and manner reasonably understood by the patient
- Privacy and confidentiality of personal, medical, and biometric information
- Informed consent prior to casting, scanning, fitting, modification, or delivery of any device
- Non-discriminatory access to services
- Freedom from coercion, inducement, false assurances, or misleading claims

A.4 Informed Consent

1. No clinical intervention shall be undertaken without the patient's informed consent.
2. Consent shall be based on adequate explanation of:



- Nature of the procedure
- Possible benefits and limitations
- Known risks and uncertainties
- Alternative options, where applicable

3. Consent shall be appropriately documented as per Company protocols.

A.5 Prohibited Conduct

The following acts shall constitute **serious misconduct**:

- Guaranteeing outcomes or functional results not clinically assured
- Misrepresentation of technology, materials, or clinical capability
- Exploiting patient vulnerability for financial or personal gain
- Undertaking procedures beyond one's authorized competence
- Any form of physical, verbal, emotional, or psychological abuse
- Accepting kickbacks, commissions, or inducements linked to patient decisions

Such acts may be treated as **gross misconduct**, attracting immediate disciplinary action including termination and legal proceedings.

A.6 Professional Boundaries

Employees shall maintain clear professional boundaries with patients and their families. Any relationship that may impair professional judgment or create conflict of interest must be disclosed immediately to the management.

A.7 Reporting and Accountability

Any employee witnessing unethical conduct or violation of this Charter has a duty to report the same to the management or designated authority. Retaliation against whistleblowers is strictly prohibited.

ANNEXURE – B

DATA PROTECTION & MEDICAL CONFIDENTIALITY SOP

(Healthcare & Rehabilitation Data Governance Framework)

B.1 Objective

This Annexure establishes mandatory procedures and controls for the protection, handling, storage, access, and disclosure of patient data and confidential medical information handled by Credence Prosthetic India Pvt. Ltd.

B.2 Definition of Confidential Information

Confidential information includes, but is not limited to:

- Patient identity and contact details
- Medical histories, diagnoses, and clinical notes
- Limb measurements, scans, casts, photographs, and videos



- Digital records, CAD/CAM files, gait analysis data
- Billing, insurance, and financial records
- Internal clinical protocols and treatment plans

B.3 General Confidentiality Obligations

1. All patient and clinical data shall be treated as strictly confidential.
2. Access shall be restricted strictly on a need-to-know basis.
3. Confidential information shall be used only for authorized professional and clinical purposes.
4. Confidentiality obligations continue during and after employment, without limitation of time.

B.4 Data Handling and Storage

Physical Records

- Must be securely stored in locked cabinets or controlled access areas
- Shall not be removed from Company premises without written authorization

Digital Records

- Must be stored only on Company-approved systems
- Password protection and access controls are mandatory
- Use of personal laptops, mobiles, pen drives, or cloud storage is strictly prohibited

B.5 Prohibited Acts

Employees shall not:

- Share patient information through WhatsApp, email, social media, or personal devices
- Photograph or video patients without documented consent
- Discuss patient cases in public or non-secure environments
- Retain copies of patient data after separation from the Company

Any violation shall be treated as serious misconduct.

B.6 Disclosure to Third Parties

Disclosure of patient information to third parties is permitted **only** when:

- Explicit patient consent is obtained, or
- Disclosure is required under law, court order, or statutory authority

In all cases, disclosure shall be minimal and properly documented.

B.7 Data Breach and Incident Reporting

Any suspected or actual data breach, loss, unauthorized access, or disclosure must be reported immediately to management. Failure to report shall itself constitute misconduct.



B.8 Disciplinary and Legal Consequences

Violation of this SOP may result in:

- Disciplinary action including termination
- Civil and criminal liability under applicable laws
- Recovery of damages caused to the Company

B.9 Post-Employment Obligations

Upon cessation of employment, employees shall:

- Return all records, documents, devices, and data
- Cease all access to Company systems
- Refrain from using or disclosing any confidential information

