

## ANTI BRIBERY AND ANTI CORRUPTION POLICY ("ABAC Policy")

### Covers:

- a. All associates of all the entities under the ANPG group. The term 'associates' include the employees, retainers and authorized signatories of all the group entities (hereinafter referred to as ANPG associate)
- b. All 3<sup>rd</sup> parties which have engaged in financial transactions with any of the group entities in the past 12 months OR have quoted for supply of any goods or services ("items") to the group entities in the past 3 months ("partner"). The term 'partner' also covers the customers of the group entities – who shall be entitled to use all the privileges/rights under this policy but will not be required to become signatories to the same.

### Goal:

- To reinforce our group's belief system & commitment to the highest levels of ethical behavior & compliance with laws & regulations and ensuring that no undue advantage is taken of any relationship.
- To ensure a clean and transparent environment for conducting business.
- To encourage ethical and competent partners to engage with the group entities on an ever-growing basis.
- To ensure that no factors other than merit play a role in selection of partners OR rates offered thereto OR in verification of items received/consumed OR in the quality of the completed/delivered items vis-a-vis the desired quality when rates were finalized.
- To ensure that partners who seek to use non-ethical means to procure business or enhance profits are severely punished, along with any associates of the group entities, who help such unethical partners in furthering their goals.

### Definition:

- Items – All goods and services which are procured/used by the company.

### Policy:

1. ANPG associates shall not accept any gift or favour or gratification, direct or indirect, from any Partner under any circumstances whatsoever. This includes any gifts at time of festivals / personal events etc given with an intention to influence the behavior in the giver's favour.
2. An ANPG associate is not permitted to:
  - i. Work on behalf of any other individual / entity.
  - ii. Receive professional compensation / remuneration / benefit from any other individual / entity in relation to business/work.
  - iii. Have financial interest (direct or indirect) in any entity which is a partner (as defined hereinabove) of the company.
  - iv. Pass information related to the company, which would generally not be available to an outsider, to any person who is engaged in any activity which could cause harm to the company, its business prospects and/or its associates.
3. No ANPG associate should engage or participate in any business activity which directly or indirectly involves his/her direct relatives (father, mother, siblings, children, spouse, spouse's parents, spouse's siblings) or any entity in which they have a financial stake. In case such an instance comes up in the normal course of business, an ANPG associate is expected to:
  - i. Recuse him/herself from the said matter completely.

- ii. Inform the HOD-HR or Audit head, of such conflict of interest, in case he would like to continue dealing with the matter.

To prevent such conflicts of interest it is advisable that ANPG associates discourage their direct relatives from having any business association with any of the group entities (unless such a direct relative is employed with the group).

4. In the event that any ANPG associate is entering into a business transaction having value greater than INR 5 L in a personal capacity with a Partner (an entity whose status as a Partner, the ANPG associate would be reasonably expected to be aware of), such transaction should be done only after informing the HOD-HR in writing. The ANPG associate should ensure that any such procurement is done at arms-length basis, without deriving any advantage which would not be available to other customers of that partner if they were not to be working at ANPG.
5. Any attempt of any Partner to offer gratification to an ANPG associate is required to be reported by the said associate in writing / email / sms or by phone to the HOD with an email to [rohan.parikh@anpg.in](mailto:rohan.parikh@anpg.in) / [sameer.parikh@anpg.in](mailto:sameer.parikh@anpg.in) within 24 hours, specifying all relevant details including the name of the vendor, person involved from the partner's side and gift/favour/gratification offered. ANPG associates reporting such incidents may choose to keep their name anonymous if they so desire. On investigation by a competent person, if it is found to have merit in the issue and the Committee decides that an incident of violation of the ABAC policy has taken place, a 'good citizen's' award of Rs. 25,000 shall be given to the concerned ANPG associate (only those who had stated his/her name at the time of bringing the issue to the Ombudsman).
6. Any associate who learns that any other ANPG associate OR Partner is violating / attempting to violate the company's ABAC policy is required to report such incident, along with details of the partner / ANPG associate involved and context of the violation, to the Ombudsman within 48 hours in writing / email / sms or by phone. ANPG associates reporting such incidents may choose to keep their name anonymous if they so desire. If the ombudsman finds merit in the issue and the Committee decides that an incident of violation of the ABAC policy has taken place, a 'good citizen's' award of Rs. 25,000 shall be given to the concerned ANPG associate, (only those who had stated his/her name at the time of bringing the issue to the Ombudsman).
7. If any partner (other than ANPG customer) finds that he/she is being asked to provide gift or favour or gratification to a ANPG associate, directly or indirectly, such partner is required to report such incident, along with all relevant details including name of ANPG associate making such demand and context thereto, to the Director concerned within 5 working days in writing / email / sms or by phone. ANPG shall ensure that any partner reporting such incident is not penalized for any reason whatsoever and investigation of the issues reported by the Partner are done in a confidential manner, without jeopardizing the business interest of the partner.
8. If any ANPG Customer finds that he/she is being asked to provide gift or favour or gratification to a ANPG associate, directly or indirectly, such partner is requested to report such incident, along with all relevant details including name of ANPG associate making such demand and context thereto, to the Ombudsman or Director concerned within 5 working days in writing / email / sms or by phone.
9. All such issues observed/complaints received by any ANPG associate or partner, should be forwarded along with any other available relevant information to any one of the following, preferably within 48 hours of the same being noticed/known:

- i. Ombudsman
- ii. Any of the Directors

Process:

1. Company shall nominate a person of deep integrity and with ability to maintain complete confidentiality as 'Ombudsman'. The Ombudsman will have a dedicated phone line (not controlled by ANPG HR) and confidential email (not controlled by ANPG IT) such that any ANPG associate or Partner can approach him in full confidence, without any 3<sup>rd</sup> party becoming aware.
2. Ombudsman will consider the merit of all issues / concerns / complaints received by him.
3. Ombudsman is required to present all cases where he finds reasonable merit in the issue before the Committee within 5 working days of receipt of the complaint / information.
4. Audit will carry out continuous and random checks of all locations where violations of this policy are most likely to occur. Any incidents wherein the Audit team believes that the ABAC policy has been violated shall be immediately reported to the Committee and Director concerned. Audit will also have a dedicated group of 2-4 associates to investigate any such issues (received either by Audit or the Ombudsman or any Director).
5. A pledge/undertaking to comply with this policy, in letter and spirit, will be required to be taken by all ANPG associates at time of confirmation. HR shall ensure that this policy is widely communicated to all associates and at all locations of the company.
6. A pledge/undertaking to comply with this policy, in letter and spirit, will form an integral part of every contractual document entered into by ANPG (except in case of Agreements with ANPG Customers, in which case this policy will be made widely known to customers but they will not be required to become signatories to it). Procurement, Sales (and any other department entering into a contractual transaction) shall ensure that this policy is made know and reiterated from time-to-time to all Partners. A draft of the undertaking is attached as Annexure to this policy.
7. Whether a complaint/issue received is actually a violation of ABAC policy shall be decided upon by a 3 member Committee comprising of the Director concerned, senior level person concerned and President from any department not related to the department in question, along with input from the Ombudsman. The findings of this Committee shall be binding on all concerned. The basis of decision followed by the Committee shall be reasonable proof & circumstantial evidence. Committee shall give its final decision in the matter no later than 14 days from the date of the matter being brought its attention by the Ombudsman/Audit.

In Cases where the Committee finds that violation of the ABAC policy has occurred:

1. In relation to the concerned ANPG associate(s) who has tried to take/has taken benefit in violation of the ABAC policy:
  - a. He/she shall be immediately terminated from the services of the company, without any benefit of notice period.
  - b. All unpaid benefits (financial or non-financial) will lapse immediately.
  - c. Such instances shall be duly communicated within the company.
  - d. 2 x of all financial gratification received by the said associate on account of such violation, as estimated by the Committee, shall be recoverable from the said associate and the associate shall comply with the same forthwith.
  - e. The company will likely pursue police and/or legal action, based on the decision of the Board of Directors.

2. In relation to the partner(s) (excluding ANPG customers) who have lured ANPG associates to violate the ABAC policy and/or have facilitated such violations:
  - a. All existing relations with the said partner (and all this subsidiaries / sister concerns / equivalent) shall be terminated forthwith.
  - b. The said partner (and all this subsidiaries / sister concerns / equivalent) shall be placed on a 'banned' list for a period of 3 years from the date of such decision, during which said entity shall not be entertained in relation to any business of the company. The company may choose to extend this period indefinitely if the gravity of the violation so demands.
  - c. 3 x of all financial losses caused to the company on account of such violation, as estimated by the Committee, shall be recoverable from the said partner and the partner shall comply with the same forthwith.
  - d. The company will likely pursue police and/or legal action, based on the advice of the company's legal counsel.

This policy shall come into force w.e.f 1.12.2014.

(on the vendor's letterhead)

To

Group Entity name & address

Sir/ Madam,

Subj.: DECLARATION FOR ANTI BRIBERY AND ANTI CORRUPTION POLICY ("ABAC Policy")

This is to confirm that:

- we are have been given a copy of your company's ABAC Policy and have read and understood the letter & spirit of the same. (Policy document available on [www.anpg.in](http://www.anpg.in))
- we agree and undertake to abide by all the terms and conditions of the ABAC Policy at all times during the term of its association with your company and shall not act in contravention of the same.
- we shall not offer any gifts/ bribe to any person for whatsoever reason and purpose.
- we acknowledge and accept that we, on becoming aware of any such corruption or corrupt practices without any delay inform about the same via an email to [rohan.parikh@anpg.in](mailto:rohan.parikh@anpg.in) / [sameer.parikh@anpg.in](mailto:sameer.parikh@anpg.in) (An award for Rs. 25000/- shall be received for any accurate information)
- we are fully aware that if it is found that we had wilfully kept secret, the knowledge about such practices, we shall not only be immediately removed as an authorized vendor but would also be disqualified to deal with your Company for a period not less than three years from such time.
- we shall be liable to pay 3 times the amount of loss incurred by the company because of such action. Further we shall be liable to any criminal action initiated by the Company.
- we represent and warrant that if they are in any way associated with any political party(s), we shall keep the Company informed and shall not make any political contribution for any purpose on behalf of the Company.

We further confirm that this matter has been placed before the Board / other competent forum of our company/firm and this declaration has been issued after taking all required compliances / authorization within our company/firm.

YOURS SINCERELY,

AUTHORISED SIGNATORY  
(of the prospective vendor)