

## **Anti-Bribery and Anti-Corruption Policy**

### **Objective:**

1. Diptab Ventures Private Limited ("Company") is committed to operating its business in an ethical and transparent manner while complying with the laws relating to anti-bribery and anti-corruption. Accordingly, this anti-bribery and anti-corruption policy ("Policy") sets out the responsibilities that need to be complied with while representing the Company.
2. This Policy forms an integral part of the business arrangement involving you.

### **Policy Statement:**

1. The Company is committed to conducting business in an ethical and honest manner and is committed to implementing and enforcing systems that ensure Bribery and/or any other unethical practice is prevented during its business operations. The Company has zero-tolerance for Bribery and corrupt activities. We are committed to acting professionally, fairly, and with integrity in all business dealings and relationships, wherever in the country we operate.
2. We will constantly uphold all laws relating to anti-bribery and anti-corruption in all the jurisdictions in which we operate. We are bound by the laws of the relevant jurisdiction in regard to our conduct both in India and abroad.

### **Applicability of the Policy:**

1. This Policy applies to all employees (whether temporary, fixed-term or permanent), consultants, contractors, trainees, seconded staff, home workers, casual workers, agents, representatives, agency staff, volunteers, interns, agents, sponsors, or any other person or persons associated with the Company (including third-parties), Business Associates, no matter where they are located (within or outside India), notwithstanding any local custom, tradition or practice to the contrary. The Policy also applies to officers, trustees, Board of Directors, and/or committee members constituted by the Board of Directors at any level.
2. In the context of this Policy, third-party refers to any individual or organization the Company meets and works with. It refers to actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, government and public bodies – this includes their advisors, representatives, officials and public parties.
3. Any arrangement the Company makes with a third-party is subject to clear contractual terms, including specific provisions that require the third-party to comply with minimum standards and procedures relating to anti-bribery and anti-corruption measures in accordance with applicable law.
4. It is to be noted that the obligations under this Policy is in addition to the applicable law including but not limited to the Prevention of Corruption Act, 1988, as amended. Further, it is hereby clarified that

that principles and obligations set forth in this Policy shall stand superseded to the extent required under applicable laws of any relevant jurisdiction where such applicable law prescribe obligations more stringent than the obligations set forth hereunder.

### **Obligations of the Business Associates:**

1. You are prohibited to make any payments, offer, promise or authorization to pay or receive money or any Undue Advantage made directly or indirectly, to or for the benefit of the Company, any client, government officials, driver -owners, vendors or any external partners, or soliciting something of value or of an advantage so to induce or influence an action or decision, knowing that such conduct may lead to, or even suggest the possibility of, any of the following –
  - A. influencing any act of the government or any of its instrumentalities or any thirty-party including a private party;
  - B. inducing any government representative or official to act in violation of his or her lawful duty or an employee or a person in violation of its employment policies;
  - C. securing an improper business advantage in an effort to obtain or retain business or to direct business to others; or
  - D. any other personal interest/advantage gained through any prohibited conduct.
2. Any expenditure for any Undue Advantage or anything of value to be provided to any clients or driver-owners or vendors or government officials must be approved in advance and in writing jointly by COO and Finance Head. In all cases, expenditures must be reasonable and directly related to a legitimate business purpose. Provided that the Company, if the facts and circumstances indicate that a specific expenditure could be construed as a prohibited payment or would create an appearance of impropriety, reserves the right to reject such expenditure and such expenditure shall be prohibited.
3. Bribery is not limited to the act of offering a bribe. If an individual is on the receiving end of a bribe and such individual accepts it, he or she is also breaking the law. Accordingly, all Business Associates are prohibited from accepting any form of Bribe or Undue Advantage.

### **Responsibilities:**

1. As an employee of the Company, you must ensure that you read, understand and comply with the information contained in this Policy and with any training or other anti-bribery and anti-corruption information you are given.
2. All employees and those under our control are equally responsible for the prevention, detection, and reporting of Bribery and/or any other form of corruption. Such individuals are required to avoid any activities that could lead to, or imply, a breach of this Policy.

3. If you have any information, reason to believe or suspect that an instance of Bribery or corruption has occurred or will occur in the future that breaches this Policy or the applicable law, you must notify the Human Resource Department/City Head/GM & AGM/Management immediately upon receipt of such information.
4. If any person to whom this Policy applies breaches this Policy, such person will face disciplinary action, up to and including termination and may also face severe civil or criminal consequences including potential prosecution, fines and other penalties for improper conduct, as well as imprisonment and/or disciplinary action in accordance with applicable law. The Company reserves the right to terminate relationship with an employee without offering them notice period or salary in lieu of notice period if they breach this Policy.

#### **Protection:**

1. If you refuse to accept or offer a Bribe or you report a concern relating to potential act(s) of Bribery or corruption, the Company understands that you may feel worried about potential repercussions. We will support anyone who raises concerns in good faith under this Policy, even if investigation finds that they were mistaken.
2. We will ensure that no one suffers any detrimental treatment as a result of refusing to accept or offer a Bribe or other corrupt activities or because they reported a concern relating to potential act(s) of Bribery or corruption.
3. Detrimental treatment refers to dismissal, disciplinary action, treats, or unfavorable treatment in relation to the concern the individual raised.
4. If you have reason to believe you've been subjected to unjust treatment as a result of a concern or refusal to accept a Bribe, you should inform the Head – Human Resource immediately.

#### **Monitoring:**

1. HR Dept./City Operations is responsible for monitoring the effectiveness of this Policy and will review the implementation of it on a regular basis. They will assess its suitability, adequacy and effectiveness.
2. Internal control systems and procedures designed to prevent Bribery and corruption are subject to regular audits to ensure that they are effective in practice.
3. Any need for improvements will be applied as soon as possible. Employees are encouraged to offer their feedback on this Policy if they have any suggestions for how it may be improved. Feedback of this nature should be addressed to the Head – HR.
4. Further, all Business Associates have the liberty to seek any clarification in relation to the terms of this Policy or their respective obligations hereunder. Such clarifications may be addressed to the Head-HR who shall provide such clarification in consultation with an internal or external legal practitioner associated with the Company.

5. This Policy does not form part of an employee's contract of employment and the Company may amend it at any time so to improve its effectiveness at combatting Bribery and corruption.

**Obligation to Cooperate:**

The Company undertakes to comply and cooperate with and provide all assistance as may be required in favor of any governmental agency in connection with potential violation of any applicable anti-bribery and/or any-corruption law. Further, the Company expects all Business Associates to extend such cooperation and/or assistance as required.

**Whistleblower Protection:**

1. In accordance with the terms of this Policy, all Business Associates are encouraged to report any instance or suspicion of Bribery or corruption at the earliest possible stage. Further, it is clarified that the Company aims to encourage openness and transparency in its corporate governance model and will support anyone who raises genuine concerns in good faith under this Policy, even if they turn out to be mistaken.
2. Additionally, the Company shall ensure that no individual will suffer any detrimental treatment as a result of refusing to take part in Bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential Bribery or other corruption offence has taken place, or may take place in the future. Provided that for the purposes of this Policy, "detrimental treatment" includes dismissal, disciplinary action, threats or other unfavorable treatment connected with raising a concern. If any Business Associate believes that he, she or it has suffered any such treatment, he or she or it should inform the Head-HR immediately. If the matter is not responded to by the Head-HR within Thirty (30) days from the receipt of such complaint, then, such Business Associate is at liberty to raise the matter before any of the directors of the Company.

**Due Diligence:**

In compliance with and subject to its internal policies, the Company reserves the right to conduct background verifications in respect of any of its Business Associates to ensure compliance with provisions of applicable anti-bribery or anti-corruption laws. Further, all Business Associates are obligated to cooperate with the Company in relation to such background verification exercises.

**Amendments:**

The Company reserves the right to modify/review/amend this Policy or any part of this Policy to make it in compliance with applicable law, including any guidelines as may be prescribed by the Central Government, as may be required from time to time and such amendments or modifications shall be duly notified to everyone associated with the Company. Provided that it is hereby clarified that such modifications/amendments or their effective date shall not impact the liability of any Business Associate under the applicable law.

## Annexure 1 | Definitions

"Bribery" means the offering, promising, giving, receiving, soliciting or accepting, or attempting to do any of the foregoing in relation to a financial or other advantage, or granting any undue advantage or any other thing of value, with the intention of influencing or rewarding the behavior of a person in a position of trust to perform a public, commercial or legal function to obtain or retain an advantage;

"Business Associate" means any person or entity which performs services for or on behalf of the Company irrespective of the capacity in which such person or entity performs services for or on behalf of the Company;

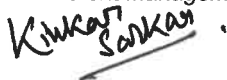
"Company" means Diptab Ventures Private Limited, with its registered office at #545, S Lal Towers, 2nd Floor, Sector-20, Dundaheera, Near Hanuman Mandir, Shankar Chowk Road, Gurugram, Haryana 122016, India;

"Conflict of Interest" means a real conflict of interest or an apparent conflict of interest including the concerned individual and/or his family members, relatives or affiliates where such real or apparent conflict of interest improperly influences, or appears to or could appear to improperly influence the performance of such individuals duties and responsibilities; and

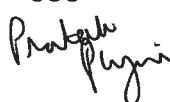
"Undue Advantage" means any gratification, including but not limited to pecuniary gratification or gratification estimable in money. Provided that such gratification shall not include legal remuneration(s) which includes remuneration paid to a public servant or remuneration to which such public servant may be entitled to under applicable law.

### Approved by:-

Kinkar Sarkar  
HR – Talent Management



Prateek Pujari  
COO



Gaurav Agarwal  
Finance Head



Pushkar Singh  
CEO



Dated :-  
3/16/2020