



## **SeedWorks International Private Limited**

### **Anti-Bribery Cum Gift Policy**

**Responsible Portfolio:**

**Name: Dr R S Mahala**

**Email: [ab@seedworks.com](mailto:ab@seedworks.com)**

**Contact no: 18004198948**

## **ANTI-BRIBERY CUM GIFT POLICY**

SeedWorks International Private Limited (“**Company**”/ “**SeedWorks**”,) has the Code of Ethics & Business conduct (“**COC**”), which lays down the principles and standards that should govern the actions of the Company. SeedWorks is committed to conducting its business in an honest and ethical manner and takes a zero-tolerance approach to Bribery (as defined hereinafter) and corruption. In furtherance to this objective and also to spell out Company’s stand with respect to giving & receiving gifts by Employees in their official capacity in the course of business, the Company has adopted this “Anti-Bribery Cum Gift Policy” (hereinafter referred to as the “**Policy**”).

### **1. PURPOSE/OBJECTIVES**

- 1.1 It is the Company’s policy to conduct all of its business activities with honesty, integrity and the highest possible ethical standards and vigorously enforce its business, wherever it operates throughout the world, of not engaging in Bribery or corruption.
- 1.2 The Company also does not encourage its Employees to accept or offer (directly or indirectly) Gifts from/to Business Associates (hereinafter defined).
- 1.3 The purpose of this Policy is to ensure that our Company sets up adequate procedures in order to prevent our Company’s involvement in any activity relating to Bribery, Facilitation Payments, or corruption, even where the involvement may be unintentional and to have all dealings with Business Associates to be cordial and on an arm’s length basis.
- 1.4 The purpose of this Policy is also to set out the duties and responsibilities of directors, Employees and other personnel of the Company in observing and upholding the position on Bribery, corruption, giving or acceptance of gifts and provide information and guidance to SeedWorks Members (defined hereinafter) on how to recognize and deal with Bribery, corruption and gifting issues.
- 1.5 This Policy shall come into force from immediate effect.

### **2. DEFINITIONS**

- 2.1 “**Anti-Bribery and Anti-Corruption Programme**” shall consists of essential mechanisms and procedure set in place by the Company including, but not limited to, Anti-bribery and Anti-Corruption Risk Assessment, this Policy and other written procedures, raising concerns, training to SeedWorks Members, periodic reporting and record keeping, which altogether set a minimum standard for Anti-Bribery and Anti-Corruption Programme of the Company.
- 2.2 “**Anti-bribery and Anti-Corruption Risk Assessment**” or “**Risk Assessment**” shall mean the assessment which will enable the Company to identify the bribery and corruption risks to which SeedWorks Members and Third Parties are exposed in their activities, to determine the extent to which SeedWorks Members and Third Parties’ manage those risks and to measure the residual risk level.

- 2.3 **“Anti-Bribery Officer”** means any SeedWorks Member who is authorised or designated by the Board of the Company to be the Anti Bribery Officer. The Anti-Bribery Officer shall report to the Managing Director or the Board. The Anti-Bribery Officer shall be responsible for ensuring compliance with the provisions of this Policy under the overall supervision of the Managing Director/Board. All reports, complaints, doubts or concerns in relation to Anti Bribery and Anti-Corruption Programme shall be raised to the Anti-Bribery Officer. The term “Anti Bribery Officers” shall be constructed accordingly, where the Board authorises or designates more than one Anti Bribery Officer for different offices of the Company;
- 2.4 **“Applicable Law”** shall mean all applicable anti-corruption legislations, enactments and any other instruments, subordinate legislation, decisions of judicial and quasi-judicial authorities or legislations which have the provisions for prevention of corruption including but not limited to Prevention of Corruption Act, 1988, the Indian Penal Code, 1860, Prevention of Money Laundering Act, 2002, Central Vigilance Commission Act, 2003, Lok Ayukta Acts of various states and the laws of any other country(ies) in which the Company conducts its business operations and has clients;
- 2.5 **“Board”** shall mean the Board of Directors of the Company.
- 2.6 **“Bribe”** or **“Bribery”** shall mean an inducement or reward offer, directly or indirectly, promised or provided in order to gain any undue, unethical, inappropriate or illegitimate commercial, contractual, regulatory or personal advantage or to likewise influence or expedite any decision or action which affects the business operations of the Company. It includes the offer, promise, giving, demand or acceptance of an undue advantage as an inducement for an action which is illegal, unethical or a breach of trust. The meaning of the term Bribe shall not be only limited to payments (or promises of payments) but shall also include anything of value, like providing lavish / inappropriate gifts, hospitality and entertainment, inside information, offering employment to relatives, over writing/underwriting travel expenses or sexual or other favours; abuse of function; or other significant favours;
- 2.7 **“Business Associate/s”** shall mean and include Persons who are past, present or prospective customers, distributors, vendors, suppliers, etc. In certain specific cases, government/Public Officials may also be regarded as Business Associates.
- 2.8 **“Code of Conduct/Policies of the Company”** shall mean the policies framed by the Company from time to time.
- 2.9 **“Company”** means SeedWorks International Private Limited and all its offices/factories.
- 2.10 **“Corruption”** includes wrongdoing on the part of an authority, or those in power, through means that are illegitimate, immoral, or incompatible with ethical standards.
- 2.11 **“Detrimental Treatment”** includes dismissal, disciplinary action, threats or other unfavourable treatment connected with a concern raised by a person under Clause 4 of this Policy;
- 2.12 **“Director”** shall mean the director of the Company appointed as per the provisions of the Companies Act, 2013 and rules made thereunder.

- 2.13 **“Employee”** shall mean the employee, workmen, interns and Directors of the Company.
- 2.14 **“Facilitation payment”** are unofficial payments made to Public Officials to secure or expedite the performance/non-performance of a routine or necessary action. They are sometimes referred to as 'speed' money or 'grease' payments or 'good-will money'. The payer of the facilitation payment usually already has a legal or other entitlement to the relevant action.
- 2.15 **“Family Member”** shall mean a member of his/her immediate family (e.g. member of same Hindu Undivided Family, spouse, parent, sibling, child, spouse of a sibling, nephew, niece, whether established by blood or marriage), or another close associate (e.g. friend, close acquaintance).
- 2.16 **“Gift(s)”** shall mean and include anything of monetary value offered/received by an Employee directly or indirectly through Family Member. Gift includes cash and non-cash items including but not limited to electronic gadgets, eatables, perishables, consumables, watches, jewellery, equipment, home appliances, services, gift vouchers, sponsorship to vacations, stocks, shares and other securities, home improvements, tickets/invitation to sports, entertainment, cultural or any other similar event.
- 2.17 **“HOD”** shall mean the head of department directly reporting to the MD & CEO.
- 2.18 **Kickbacks”** are typically payments made in return for a business favor or advantage.
- 2.19 **“Public Official”** without any limitation, shall include the following:
- (i) Any person holding a legislative, executive or administrative office of the government (domestic or foreign) or acting in the official capacity for or on behalf of a legislative, executive or administrative office of the government (domestic or foreign), whether appointed or elected, whether permanent or temporary, whether paid or unpaid, irrespective of that person’s seniority.
  - (ii) Every officer in the service or pay of the Government, or remunerated by fees or commission for the performance of any public duty;
  - (iii) any judge, including any person empowered by law to discharge, whether by himself/herself or as a member of any body of persons, any adjudicatory functions;
  - (iv) any person authorized by a court of justice to perform any duty, in connection with the administration of justice, including a liquidator, receiver or commissioner appointed by such court;
  - (v) Every officer of a court of Justice whose duty it is, as such officer, to investigate or report on any matter of law or fact, or to make, authenticate or keep any document, or to take charge or dispose of any property, or to execute any judicial process, or to administer any oath, or to interpret, or to preserve order, in the court, and every person especially authorised by a court of Justice to perform any of such duties;

- (vi) every person who holds any office by virtue of which he is empowered to place or keep any person in confinement;
  - (vii) every officer of the government whose duty it is, as such officer, to prevent offences, to give information of offences, to bring offenders to justice, or to protect the public health, safety or convenience;
  - (viii) every officer whose duty it is, as such officer, to take, receive, keep or expend any property on behalf of the government, or to make any survey, assessment or contract on behalf of the Government, or to execute any revenue process, or to investigate, or to report on, any matter affecting the pecuniary interests of the government, or to make, authenticate or keep any document relating to the pecuniary interests of the government, or to prevent the infraction of any law for the protection of the pecuniary interests of the Government; and
  - (ix) any other person defined as a “public official/servant” under the domestic law of the country SeedWorks operates; and
  - (x) a political party candidate, member or employee, or an employee of an intergovernmental organization including but not limited to United Nations Organization, World Health Organization, World Trade Organization, South Asian Association for Regional Cooperation, etc.
- 2.20 **“Persons”** shall mean natural or juristic persons, partnership firms, association of persons, societies, trusts, LLP etc.
- 2.21 **“Questionable Transaction”** shall include transactions where there is a suspected act of Bribery or Corruption or unapproved Gifts by or on behalf of any SeedWorks Member(s).
- 2.22 **“SeedWorks Members”** shall have the meaning as ascribed to Clause 3.1 hereinbelow.
- 2.23 **“Third Party”** means any individual or organization, who/which come into contact with SeedWorks or transacts with SeedWorks and also includes actual and potential clients, suppliers, business contacts, consultants, intermediaries, representatives, subcontractors, agents, advisers, joint ventures and government & public bodies (including their advisers, representatives and officials, politicians and political parties)
- 2.24 **“Whistle Blower Committee”** shall mean the committee constituted under the Whistle Blower Policy of the Company.

### **3. APPLICATION AND REGULATION**

- 3.1 This Policy applies to all the individuals worldwide working for SeedWorks at all levels and grades, including directors, shareholders, key managerial personnel, senior executives, officers, Employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, second staff, casual workers, volunteers, interns, agents, distributors or any other person associated with SeedWorks, wherever located who may be acting on behalf of SeedWorks (collectively referred to as **“SeedWorks Members”**).

- 3.2 Compliance with this Policy constitutes terms of service for each Director, conditions of employment for each officer and Employee, and conditions of providing services to SeedWorks for each consultant and contractor. Each such person agrees to be bound by the provisions of this Policy upon notification of the most recent copy being given to them or upon notification that an updated version has been placed on SeedWorks website for review.
- 3.3 The Policy strives to ensure that the Company sets up adequate procedures in order to prevent its involvement in any activity relating to Bribery or corruption, even where the involvement may be unintentional. It requires SeedWorks Members subject to this Policy to recognize Questionable Transactions, behaviour or conduct, and to take steps to record, comply and follow procedures set in place to deal with such behaviour or conduct. Ignorance or lack of knowledge or understanding of this Policy is not an excuse for violating the terms of this Policy or discharge from the violations specified under this Policy.
- 3.4 This Policy extends across all of the Company's business dealings and in all countries and territories in which the Company operates. All Persons covered by this Policy, in discharging their duties on behalf of SeedWorks, are required to comply with the laws, rules and regulations applicable in the location in which SeedWorks is performing business activities, and in particular with respect to anti-bribery and corruption laws, rules and regulations. Where uncertainty or ambiguity exists, Anti Bribery Officer be contacted for further legal advice.
- 3.5 In certain cases, the Company provides/avails services directly or indirectly from/to Persons in other countries, thereby exposing the Company to international laws and regulations on anti-corruption and in such cases the Company is committed to the compliance of Applicable Law of the concerned county.
- 3.6 This Policy shall come into force from the date on which the Board of the Company has given its accord.

#### **4. PROTECTION**

- 4.1 The Company encourages openness and will support anyone who raises, in good faith, genuine concerns under this Policy even if they turn out to be mistaken.
- 4.2 The Company is committed to ensure that no one suffers 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.
- 4.3 Any person believing that he has suffered any such Detrimental Treatment, should inform the Anti-Bribery Officer immediately in writing.

#### **5. ANTI-BRIBERY AND ANTI-CORRUPTION STANDARDS**

##### **5.1 General Restriction**

5.1.1 Subject to clause 5.7 of this Policy, the following activities are not permissible by the Company from every SeedWorks Member. The list of activities mentioned hereinbelow is a non-exhaustive list: -

- (i) give, promise to give, or offer, a payment, Gift or offer to facilitate any Gift or hospitality with the expectation or hope that an advantage will be received, or to reward a business/professional advantage already given;
- (ii) give, promise to give, or offer, a Bribe to a Public Official or Business Associate, agent or representative to facilitate or expedite a routine procedure;
- (iii) engage in any Questionable Transaction;
- (iv) accept or solicit payment, Gifts (other than lunch, dinner, travel assistance in normal course of business and gifts of modest value like calendars, diaries, pens) from a Third Party and/or Business Associates or a proposed Business Associate which is in negotiation with or is submitting a business proposal to the Company, that will provide a business/professional advantage for them;
- (v) threaten or retaliate against another SeedWorks Member who has refused to commit a Bribery offence or who has raised concerns under this Policy;
- (vi) engage in any activity that might lead to a breach of this Policy.

## 5.2 **Dealing with Public Officials**

5.2.1 Although this Policy applies to dealings with both public and private sectors, any activity in connection with Public Officials or Persons associated with Public Officials may have both additional reputation risks and increased risk of compliance with Applicable Laws and regulations.

5.2.2 The provision of money, gift or anything else of value, no matter how small, to any Public Official for influencing them in their official capacity is prohibited. However, in the eventuality, SeedWorks is required to offer any gifts, business hospitality or any other items of value as part of customary events, tradition and not for influencing them in their official capacity, the same may be provided by the Company to the Public Officials after complying with the procedure laid down in this Policy.

## 5.3 **Dealing with Third Parties**

5.3.1. SeedWorks, in the course of its business, engage in large number of relationships with Business Associates and Third-Parties and as prescribed by various laws. SeedWorks may be called for Bribery and Corruption committed by a Business Associate or Third Party, those relationships can present high risk of being involved or perceived to be involved in such activities. Therefore, appropriate Anti-Bribery and Anti-Corruption provisions should be incorporated in the contracts with the Business Associates or Third Parties, including a clause on termination, if such Business Associate or Third Party fails to abide by the Anti-Bribery and Anti-Corruption terms.

## 5.4 **Facilitation Payments**

5.4.1 Facilitation payments or Kickbacks, even small, but corrupt in nature are strictly prohibited. SeedWorks does not make and will not tolerate SeedWorks Members or Business Associate or Third-Parties, in their relationship with the Company, offering, promising, soliciting,

demanding, giving or accepting any kind of Facilitation payments or Kickbacks to or from any Business Associate or Third Party.

- 5.4.2 If asked to make a payment on Company's behalf, always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. Always obtain a receipt/bill/invoice which details the reason for the payment and evidences that the payment went directly to the appropriate payee who provided the goods or services. Any suspicions, concerns or queries regarding a payment should be raised with the Anti-Bribery Officer.

## 5.5 **Charitable Contributions, Sponsorship, Donations**

- 5.5.1 All charity and donation activities are done in good faith and are not aimed to gain any business or other advantage *quid pro quo* that may be considered improper. Sponsorship transactions, by their nature, may be done with the aim to gain business advantage in a transparent and legitimate way.

- 5.5.2 Unless specifically approved by the Board in accordance with the Applicable laws, the Company should not make any political donations from the funds, properties or other resources of the Company. SeedWorks Members and any Third Parties representing the Company shall strictly not engage in making or offering any political contribution (direct or indirect) on behalf of the Company, unless authorized by the Company.

- 5.5.3 Before making any contributions, SeedWorks Members and its third-party representatives should ensure that:

- (i) Such charitable contributions are not dependent on, nor made to win, a business deal.
- (ii) The contribution is always made to the charity and not to any individual.
- (iii) Contributions should be given to entities where the end use of the contribution is known and/or controlled.
- (iv) Contributions should only be made to charitable organizations which are registered under the Applicable Laws of India.
- (v) As far as possible, background checks on the charitable organizations should be carried out in all cases specially to ensure that the charity does not act as a conduit to fund illegal activities in violation of anti-money laundering laws, anti-terrorism laws and other related Applicable Laws.

## 5.6 **Employment related risks**

- 5.6.1 Human Resources (HR) activities, such as offering employment or internship promotions and trainings are often deemed to be something of value and therefore giving, offering, promising such to obtain or retain an undue business advantage is also considered as Bribery and Corruption.

- 5.6.2 SeedWorks condemns all kinds of unethical HR activities, which violate the principles of objectivity, competence, professionalism, gender discrimination and equal opportunities, irrespective if they fall under the formal definition of Bribery and Corruption.



5.6.3 Whenever, the HR action in relation to a particular individual is solicited directly or indirectly by any customer, business partner, or any other Third party known to have any formal or informal relationship with the Company, or by any Public Official or a person associated with a Public Official, it shall be performed through a merit based and, when applicable, the usual competitive process, and shall be subject to objective assessment and it shall be documented that any decision on this particular action is not based on the request of such Third party.

## 5.7 Gifts and Business Hospitality

5.7.1 SeedWorks acknowledges that giving Gifts and providing business hospitality to express appreciation and gratitude is ethical and legitimate part of doing business. But in cases when the value or nature of Gift, or business hospitality could be considered disproportionate or unreasonable to the circumstances, a Gift or business hospitality may be seen as placing undue influence on its recipient, and such practice risks being perceived as Bribery and Corruption. Therefore, all SeedWorks' Members shall restrain from offering or accepting Gifts or hospitality during official dealings from Business Associates without prior approval of HOD.

5.7.2 SeedWorks Members are entitled to accept the Gifts or business hospitality subject to the compliance of following conditions:

- i. In the eventuality that the SeedWorks Members need to accept nominal gifts (such as sweets, diaries, pens, calendars if they are customarily given / are commemorative in nature, lunch dinner, travel assistance in the normal course of business), they may accept the same without prior approval of HOD. However, the SeedWorks Members shall use their own best judgement while accepting such Gifts.
- ii. Reasonable expenditure incurred on account of routine business courtesies offered to or received by any business partner as a customary trade practice (e.g. providing transportation, meals, dinner, lunch, alcohol, accommodation, etc.) during official visits or Gifts received as a part of cultural or customary occasions like Diwali, New Year, Weddings, superannuation or relocation/transfer can be accepted by SeedWorks Members, without prior approval of respective HODs.
- iii. Notwithstanding clause 5.7.2 (i) hereinabove, SeedWorks Members shall not accept any Gift of value as may be prescribed by the Managing Director / CFO / Company from time to time, without prior written approval of the HOD ("**Permissible Limit**"), which will be published in the intra web portal of the Company.
- iv. Any acceptance of Gift shall be occasional and not be frequent in nature.
- v. All Gifts received above the value of INR 3,000/- shall be intimated to HR and the same has to be recorded in the ERP software maintained by the Company HR department.
- vi. The usage of any Gifts received above the value of Permissible Limit shall be determined in writing by respective HODs on case to case basis.

- vii. The Employees may with prior written approval of concerned HOD, attend occasional corporate events sponsored by Business Associates i.e. where the Company Employees are invited by the Business Associate to an event together along with the other third-party vendors of the Business Associate.
- 5.7.3 Except as otherwise permitted hereinabove, the SeedWorks Members shall refuse/return the Gifts received from Business Associates.
- 5.7.4 SeedWorks Members are entitled to give Gifts or business hospitality to the Business Associates subject to the compliance of following conditions:
- i. All Gifts to Business Associates shall require prior written approval of respective HODs.
  - ii. Any Gift above INR 3,000/- or any other higher value as prescribed by Managing Director/CFO/Company from time to time, shall require prior written approval of the Managing Director & CEO.
  - iii. Original invoice receipts of Gifts purchased shall be submitted to finance department within 2 (two) business days along with name, designation of the recipient Business Associates.
  - iv. All Gifts offered to Business Associates (irrespective of value) shall be recorded in the ERP software maintained by the Company.
- 5.7.5 Few of the examples of acceptable and non-acceptable Gifts are provided in **Schedule-B** of this Policy for easy reference and understanding.

## 6. **RESPONSIBILITIES OF SEEDWORKS MEMBERS**

- 6.1 All SeedWorks Members shall ensure that they have read, understood and follow this Policy scrupulously. The prevention, detection and reporting of Bribery and other forms of Corruption are the responsibility of all the members. SeedWorks Members are required to avoid any activity that might lead to, or suggest, a breach of this Policy.
- 6.2 SeedWorks Members must notify the Anti-Bribery Officer as soon as possible if they believe or suspect that a breach of this Policy has occurred or may occur in the future. **“Red Flags”** that may indicate Bribery or Corruption are set out in **Schedule A** hereto.

## 7. **PROCEDURE FOR REPORTING OF VIOLATIONS**

- 7.1 All Directors, Employees, officers, consultants and contractors are encouraged to raise any queries with the Anti Bribery Officer. Every SeedWorks Member is encouraged to raise his or her concerns about any Bribery issue or suspicion of any Questionable Transaction or malpractice at the earliest possible stage. If such Member is unsure whether a particular act constitutes Bribery or Corruption or un approved Gift or High Value Gifts being accepted or offered, if he / she has any other queries, these should be raised with their respective head and / or the Anti Bribery Officer.

- 7.2 In addition, any Director, Employee, officer, consultant and contractor of SeedWorks who becomes aware of any instance where SeedWorks receives a solicitation to engage in any act prohibited by this Policy, or who becomes aware of any information suggesting that a violation of this Policy has occurred or is about to occur is required to report it to the Anti Bribery Officer at: [ab@seedworks.com](mailto:ab@seedworks.com)

## **8. VIOLATION OF THIS POLICY**

- 8.1 In case of violations of this Policy, the Anti-Bribery Officer shall investigate to determine the facts of such suspected violation and carry out all such actions, as may be necessary.
- 8.2 In case of violations of this Policy, the Anti-Bribery Officer shall take appropriate steps, such as:
- (i) Conducting an Investigation: Every investigation relating to a suspected violation of Policy shall be investigated by the Anti-Bribery Officer together with other persons as assigned by the Board of the Company. The parties to the issue and all other SeedWorks Members shall co-operate with the investigation and promptly respond to all requests for information.
  - (ii) Corrective Action: If necessary, corrective actions shall be prescribed or suggested to appropriate managers, officers and Employees for implementation.
  - (iii) Penalties: The Anti-Bribery Officer shall, after considering inputs, if any, from the Board of the Company, has the discretion to recommend the Board for appropriate disciplinary action, including suspension and termination of service of such a defaulting Employees/Business Associates. The Anti-Bribery Officer shall also recommend if the violation is potentially criminal in nature and should be notified to the authorities.
- 8.3 In the event of violations of this Policy by any of the Employees, / Directors of the Company, the Anti Bribery Officer prior to initiating any investigation shall immediately coordinate with Whistle Blower Committee for pending enquiries, if any on the same subject matter against such Employee/Director. On finding of any pendency on the same subject matter before the Whistle Blower Committee, the Anti-Bribery Officer shall forward the complaint before him to the Whistle Blower Committee for their investigation and adjudication. In the event, there are no pending complaints before Whistle Blower Committee on the same subject matter, the Anti Bribery Officer shall initiate investigation into the violations of this Policy.
- 8.4 The Anti Bribery Officer shall have power to summon the SeedWorks Members before him as may be necessary to investigate the violations. The investigation will be undertaken following principles of natural justice and the Anti Bribery Officer shall ensure that the defaulting party is provided with an opportunity to submit his / her case/defense in writing supported with documentary and/or verbal evidence, before the Anti-Bribery Officer.

## **9. IMPLEMENTATION, MONITORING AND REVIEW**

- 9.1 The responsibility for implementing the Policy will be of Anti-Bribery Officer.

- 9.2 The Anti-Bribery Officer will monitor the effectiveness and use of this Policy, considering its suitability, adequacy and effectiveness. The Anti-Bribery Officer shall report on compliance with this Policy to the Board of the Company. The Board of the Company has overall responsibility for ensuring this Policy complies with SeedWorks legal and ethical obligations and that all those under its control comply with it.
- 9.3 All SeedWorks Members are responsible for the success of this Policy and should ensure they use it to disclose any suspected danger or wrong doing.
- 9.4 The Policy shall be reviewed periodically by the Anti-Bribery Officer in co-ordination with HR, Managing Director and the Board to measure its progress and judge its effectiveness and any improvement identified will be made and incorporated as soon as possible

## 10. **RECORD KEEPING MECHANISM**

- 10.1 SeedWorks will ensure that a transparent, accurate and effective system of internal control and record keeping mechanism is adopted for the monitoring of all the transactions undertaken by the Company/Members acting on its behalf.
- 10.2 It is the responsibility of the Members to stay informed about control procedures and ensure compliance. Members are required to ensure that all expense claims relating to hospitality, Gifts or charitable donations are submitted in accordance with applicable policies and specifically record the reason for such expenditure.
- 10.3 All accounts, invoices, memoranda and other documents and records relating to dealings with Third Parties, such as customers, suppliers and business contacts, should be prepared and maintained with accuracy and completeness. All records management and retention policies ensure that the Company maintain the records which need to meet its legal, tax and regulatory requirements and securely dispose of records that are no longer needed or are beyond the statutory retention period.

## 11. **TRAINING PROGRAMME**

- 11.1 SeedWorks shall ensure that all the Employees and Directors of the Company are duly trained, and all the SeedWorks Members are informed of the Anti-Bribery, Anti-Corruption laws and Gifting regulations under this Policy. In this regard, the Company may undertake an Anti-Bribery and Anti-Corruption Programme at least every two years, and new joiners for the Company as per its convenience.

## 12. **RISK ASSESSMENT**

- 12.1 The Company will undertake a periodic Anti-bribery and Anti-Corruption Risk Assessment across its business to understand the Bribery and Corruption risks it faces and ensure that it has adequate procedures in place to address those risks. The Risk Assessment will be documented and periodically reviewed, and the Board of the Company be updated on a half yearly basis in accordance with applicable regulations.

12.2 The Risk Assessment will involve understanding and analyzing the cash dealings, expenses towards customary Gifts, and out of pocket expenses incurred by SeedWorks Members from time to time during the official dealings. The Risk Assessment will identify the possible forms of bribery considering the acts of SeedWorks Members from time to time and draws the potential adverse impact on Company.

### 13. COMMUNICATION

13.1 Dissemination of this Policy for new members shall be carried out at the time of induction of such new members.

### 14. WAIVER AND AMENDMENT OF THE POLICY

14.1 SeedWorks reserves the right to vary and / or amend or waive the terms of this Policy from time to time with the approval of the Board.

### 15. QUERIES

15.1 If any of the SeedWorks Members has any questions about how this Policy should be followed in a particular case, please contact the Anti Bribery Officer of SeedWorks at his email id: [ab@seedworks.com](mailto:ab@seedworks.com)

### 16. PUBLICATION OF THE POLICY

16.1 This Policy will be posted on SeedWorks website at [www.seedworks.com](http://www.seedworks.com). This Policy shall form part and parcel of the Code of Conduct of the Company.

## SCHEDULE A

### RED FLAGS

The following is a list of possible red flags that may arise during the course of your employment for SeedWorks and which may raise concerns under the relevant laws. The list is not intended to be exhaustive and is for illustrative purposes only. If you encounter any of these red flags while working for the Company, you have the responsibility to report them promptly to the Anti-Bribery Officer.

- (i) You suspect or become aware that a Third Party engages in, or has been accused of engaging in, improper business practices;
- (ii) You learn that a Third Party has a reputation for paying bribes or requiring that bribes are paid to them or has a reputation for having a “special relationship” with Public officials;
- (iii) Third Party insists on receiving a commission or fee payment before committing to sign up to a contract with us or carrying out a government function or process for us;
- (iv) Third Party requests payment in cash and/or refuses to sign a formal contract or to provide an invoice or receipt for a payment made;
- (v) Third Party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (vi) Third Party requests an unexpected additional fee or commission to “facilitate” a service;
- (vii) Third Party demands lavish entertainment, hospitality or gifts before commencing or continuing contractual negotiations or provision of services;
- (viii) Third Party requests that a side payment be made to “overlook” potential legal violations;

- (ix) Third Party requests that you provide employment or some other advantage to a friend or relative;
- (x) You receive an invoice from a Third Party that appears to be nonstandard or customized;
- (xi) Third Party insists on the use of side letters (i.e. agreed terms in a letter or other document outside the written contract between the parties) or refuses to put the agreed terms in a written contract;
- (xii) You notice that we have been invoiced for a commission or fee payment that appears large given the services stated to have been provide;
- (xiii) Third Party requests/ requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
- (xiv) You are offered an unusually generous gift or offered lavish hospitality by a Third Party; and
- (xv) You become aware that a colleague, other employee, consultant or contractor working on our behalf requests a payment from a Third Party to expedite an activity or to “overlook” potential legal or regulatory violations.

### SCHEDULE B

Examples of permissible and non-permissible Gifts. The below are only few of instances:

Example Event	Permitted	Not Permitted
An existing Business Associate ‘XYZ’ offers sweets on Diwali	✓	X
An existing Business Associate ‘ABC’ offers electronic gadget worth INR 5,000 for an Employee as a marriage gift	✓ <b>(provided it is recorded in the gift receiving ERP as maintained by the Company)</b>	X
An Employee offers gift worth INR.500 on a marriage in the Family Member of a Business Associate and charges the same from the Company	✓ <b>(provided it is approved by respective HOD and is recorded in the gift giving ERP as maintained by the Company with supporting invoice/bill copies)</b>	X
Accepting a family holiday gift package sponsored by a Business Associate who is in negotiations with the Company for a business deal	X	✓
Offering Gift (of any value) to a government official before submission of a tender	X	✓

This Policy shall be effective immediately

Proposed by  
VP-HR

Recommended by  
CFO

Approved By  
MD &CEO