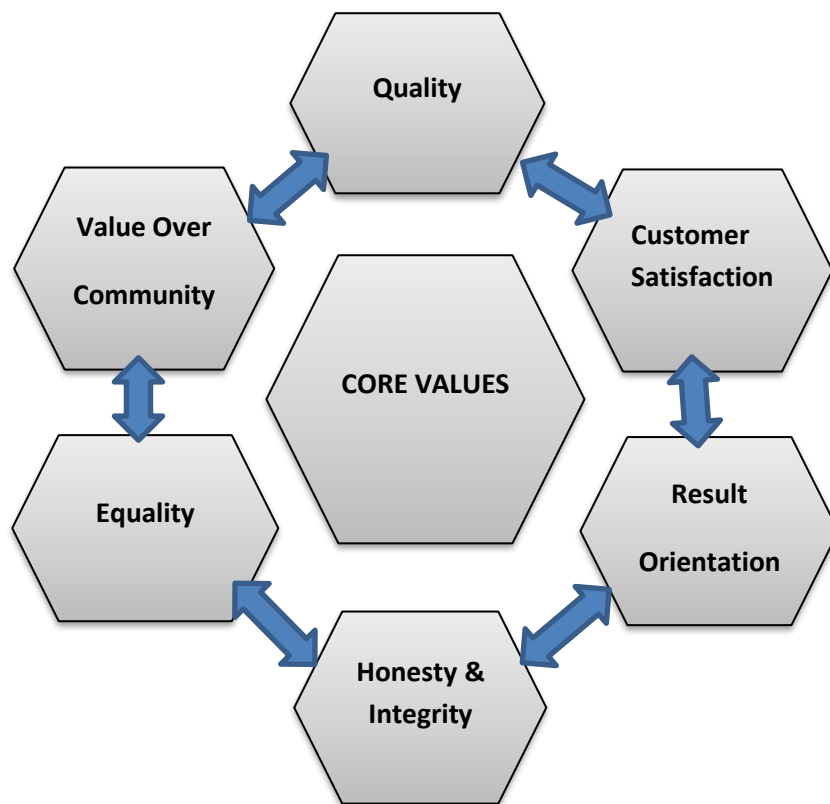




## BUSINESS PARTNER CODE OF CONDUCT

At BEIL Group we understand that our commitment to complying with applicable laws, regulations, policies and the terms of executed contracts; and maintaining the highest ethical standards, is key to our business success. We expect our contract and temporary employees and our suppliers, vendors, agents, subcontractors, lawyers, accountants and any business partners (collectively, "Business Partners") to share this same commitment. This document reinforces the standards to which we are committed and the expectations we have of our Business Partners. BEIL Group does not tolerate noncompliance with this Code of Conduct or actions that may violate laws, regulations and contractually agreed upon requirements.

We are focused on driving a culture of ethical conduct and empowering every business partner to do so. Adopting a zero tolerance approach towards any misconduct and acting according to this code is vital for us to achieve sustainable success. We are committed to prevent Fraudulent, Corrupt, Collusive and Coercive Practices from occurring. We expect minimum core values as mentioned below:





## DEFINITIONS:

- **“You”** in this Code refer to any person to whom this Code applies.
- **“family/household”** includes your spouse(s), children (including step-children and adopted children), parents, step-parents, siblings, step-siblings, grandparents, grandchildren, in-laws, uncles, aunts, nieces, nephews, and first cousins, as well as other persons who are members of your household.
- **“Employees / Workers”** mean individuals working at all levels and grades with us, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), wherever located.
- The term **“Misconduct”** means improper behaviour or an act or conduct in relation to duties or work which is inconsistent with the due performance of obligations to BEIL Group and includes a breach of discipline or violation of this Code or applicable laws. Misconduct includes act of sexual harassment, unsolicited and unwarranted sexual overtures and advances, Theft, illegal activity, fraud and dishonesty, Offensive, aggressive or intimidating behavior, breach of rules, Being under influence of drug, alcohol while at work, Causing damage to company property, Refusal to obey Company instructions/Negligence, Acceptance/payment of bribes or engage in corrupt practices, Engage in act of violence, falsification of records, Coercion, Collusion with others violating code of conduct causing damage (financial or reputation) to the Company, Unauthorized use of confidential data, harassment, bullying and victimization of any employee/other business partners and breach of health and safety rules.
- **“Fraud”** in relation to affairs of a Company or any body corporate, includes any act, omission, concealment of any fact or abuse of position committed by any person or any other person with connivance in any manner, with intent to deceive, to gain undue advantage from, or to injure the interests of, the Company or its shareholders or its creditors or any other person, whether or not there is any wrongful gain or wrongful loss.

**‘Wrongful gain’** means the gain by unlawful means of property to which the person gaining is not legally entitled.

**‘Wrongful loss’** means the loss by unlawful means of property to which the person losing is legally entitled.



## Examples of fraud include:

- using false invoices to receive a payment to oneself
  - submitting false expense claims or unrelated expenses as work expenses
  - Manipulation of accounts in order to unlawfully obtain company funds
  - using inside knowledge to obtain an undue financial advantage
  - stealing passwords to make unauthorized funds transfers
  - false accounting, deliberate misstatements of financial information
- “**Collusive Practice**” means “any discreet activity with a third party for an illegal or deceitful purpose.” For example, a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.

**Example of collusion** can be – secretly teaming up with an employee/ business partner to influence the award of work/contracts to oneself/the other business partner and accepting gifts/cash in exchange

- “**Coercion**” means harming or threatening to harm, directly or indirectly, person or their property to influence or affect an event.

Threatening a third party to not submit competitive bids [on tenders where we are submitting bids] is an **example of coercive practice**.

- “**Corruption**”: abuse of public or private office for personal gain.
- “**Bribe**”: an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage through “improper performance.

## **Bribe can take many forms, for example:**

- i. Money (or money equivalent);
- ii. Unreasonable gifts, entertainment or hospitality;
- iii. Kickbacks;
- iv. Unwarranted rebates or excessive commissions (e.g. to sales agents or marketing Agents);
- v. Unwarranted allowances or expenses;
- vi. Facilitation payments;
- vii. political/charitable contributions;
- viii. Uncompensated use of company services or facilities; or
- ix. Anything else of value.

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- **“Governmental Entity”** means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether central, state or local, domestic or foreign.
- **“Facilitation Payments”**: payment made to expedite/smoothen the process of delivering a product/service to which the payer is legally entitled without making such a payment. It may be in cash or kind.
- **“Improper Performance”**: an act whereby a person fails to act (1) in good faith, (2) impartially or (3) In accordance with a position of trust.
- **“Kickbacks”**: an illicit payment made to someone in return for facilitating a transaction or appointment.
- **BEIL Group** consists of BEIL Infrastructure Limited, Enviro Technology Limited, BEIL Research and Consultancy Private Limited, Kerala Enviro Infrastructure Limited, Shivalik Solid Waste Management Limited, Coimbatore Integrated Waste Management Company Private Limited, Gharpure Engineering and Constructions Private Limited, Gharpure Engineering Vasai Virar STP Private Limited and Tatva Global Water Technologies Private Limited.
- **“Public Officials”** means persons employed by or working with the Governmental Entity, government owned or controlled commercial enterprises, international organizations (like United Nations and WHO), political parties and political candidates.
- **“Third Party”** means any individual or organization you come into contact with during the course of your work for us, and includes actual and potential customers, suppliers, distributors, business contacts, agents, advisers and Public Officials.
- **“Hospitality”** is generally defined as corporate events or activities organised by an organisation which involves the entertainment of employees and third parties for the benefit of that organisation.
- **“Compliance Officer”** wherever mentioned in this document refers to Compliance Officer of the Group.



## **Compliance with our Integrity Compliance Program [ICP]**

Business Partners are an important element of BEIL Group Integrity Compliance Program. The business partners shall be subject to due diligence and submission of undertaking regarding compliance of this Code of Conduct. The Business Partners shall support the Company in the due diligence process including submission of accurate, necessary documentation and compliance undertaking.

## **Compliance with laws and regulations**

Business Partners must comply with ALL applicable laws, statutes, ordinances, rules, regulations and contract terms applicable to the provision of services or supply of goods in connection with BEIL Group's business. Business Partners are required to maintain documentation necessary to demonstrate compliance with regulations and conformance to BEIL Group's expectations.

## **Anti-Bribery Corruption Compliance**

BEIL Group is committed to dealing legally and ethically with governments worldwide.

All Business Partners acting on our behalf or in connection with our business are prohibited from giving or offering anything of value directly or indirectly to any government official or entity in order to improperly obtain any business advantage or affect any government act or decision. This prohibition includes facilitating, expediting or "grease" payments made to government officials, either directly or indirectly, in order to expedite any official service or function.

Company policy requires advance written approval from BEIL Group's Compliance Officer before any funds may be provided to or spent on behalf of government officials or entities. This includes any funds spent by our Business Partners such as gifts, donations, sponsorships, lecture fees or other payments, as well as meals, travel, entertainment or other items of value. If you anticipate that you will make any such expenditure on BEIL Group's behalf or in connection with our business, you must provide advance notice to BEIL Group in order to obtain the required approval.

In addition to prohibiting the bribery of government officials, BEIL Group also prohibits its employees and Business Partners from engaging in the bribery of private parties.



## **Conflicts of Interest**

Business Partners must avoid any situation or relationship that may involve an inappropriate conflict or the appearance of a conflict with the interests of the BEIL Group. In particular:

Business Partners may not offer or provide gifts, hospitality or entertainment of significant value to any BEIL Group employee or their family member. If there is any question or doubt about whether a gift, hospitality or entertainment is excessive or of significant value, the Business Partner should contact Compliance Officer.

Business Partners must disclose to Compliance Officer (a) any familial or economic relationship it has with any BEIL Group employee or partner and (b) any relationship between the Business Partner and any BEIL Group client in connection with which the Business Partner is acting for or on behalf of BEIL Group. If there is any question about whether any conflict exists, the Business Partner must disclose the matter to BEIL Group.

## **Fair, Honest and Accurate Dealing**

Business Partners must not propose or enter into any agreement with any competitor to fix prices, terms or conditions; and must conduct their business in a manner that is consistent with fair competition and in compliance with all applicable anti-trust laws.

Business Partners must not make false representations in connection with any BEIL Group transaction, including but not limited to oral misrepresentation of fact, or the promotion or utilization of false documentation such as fraudulent or forged invoices.

## **Privacy and Personal Data**

BEIL Group respects the privacy of individuals. Data protection is an essential element in maintaining the trust that clients and employees have in BEIL Group. Additionally, a variety of laws, regulations and contractual arrangements require BEIL Group to protect the security of personal data. Business Partners must protect the privacy and security of all the confidential information that is obtained when working with BEIL Group, including personal data. Business Partners must process personal data fairly and only for the business of BEIL Group, sensitively and in accordance with applicable laws.



We expect all our employees to respect the privacy of personal data collected from Business Partners and BEIL Group has implemented a variety of security measures to protect such personal data.

Business Partners must notify BEIL Group as soon as possible in the event of any breach of confidentiality or security breach in respect of any personal data or other information that is obtained when working with BEIL Group.

## **Intellectual Property**

Business Partners must use BEIL Group's intellectual property, copyrights and trademarks only in a manner that is permitted under their contract with BEIL Group. Business Partners must not misappropriate or infringe upon the intellectual property, trademarks or copyrighted works of BEIL Group or others.

## **Conflict Minerals**

Business partners are expected to ensure that products supplied to BEIL Group do not contain metals derived from minerals or their derivatives originated from conflict regions that directly or indirectly finance or benefit armed groups.

## **Contravention of Code of Conduct**

Failure to comply with Business Partner Code of Conduct may have serious consequences for BEIL Group reputation and business. BEIL Group may therefore be required to take appropriate sanctions against a Business partner for misconduct, ranging from interruption of the commercial relationship to civil or criminal proceedings if the circumstances so warrant. A phased approach will be implemented:

- BEIL Group will present its doubts, concerns or observations in a reasoned manner.
- The partner will be invited to explain, provide such documentation as it feels might be useful to answer questions, and propose a solution to correct the non-compliance as quickly as possible.
- If BEIL Group continues to have serious doubts after this discussion, or if it feels the correction proposed by the partner is inadequate, BEIL Group may blacklist / debarred the business partner or terminate the contract or seek legal recourse depending on the financial values and situation.



In case of any allegation of violation of any provisions of this Code of Conduct including fraud, misconduct, collusive and coercive practices or any other local or national laws or in the case of any serious misconduct, BEIL Group may terminate the contract with the partner and may even take legal action if necessary.

If a partner becomes aware of a supposed or proven violation of the rules by one of its employees, BEIL Group employee, a client or another partner, it must notify to BEIL Group contact person as soon as possible. Any notification will be handled with great care, respecting the necessary confidentiality and ensuring that the person who raised the alarm in good faith is not then subject to reprisals. Those that refuse to accept or offer a bribe or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We encourage openness and will support anyone who raises genuine concerns in good faith under our Whistle-blower policy. The policy can be accessed on our website [www.beil.co.in](http://www.beil.co.in)

We are committed to ensuring that no one suffers any detrimental treatment as a result of refusing to take part in bribery or corrupt activities or because of reporting their suspicion in good faith that an actual or potential bribery or other corruption offence has taken place in the future. If you believe that you have suffered any such treatment, you should inform the CEO/Compliance Officer immediately or you may make a report under our Whistle-blower policy.

## **Labour Practices and Universal Human Rights**

BEIL Group strongly opposes the use of illegal child labor, forced or bonded labor, human exploitation, and all other forms of unacceptable treatment of workers. It is BEIL Group's policy not to work with any Business Partners known to violate labor laws or otherwise utilize inhumane labor practices, including exploitation, physical punishment, abuse, involuntary servitude or other forms of mistreatment.

BEIL Group has a long-standing commitment to respecting human rights worldwide and seeks to work with Business Partners who promote the following standards in accordance with applicable law:

- All work is performed on a voluntary basis and does not involve any slave, bonded, forced or indentured labor or any other forms of compulsory labor, slavery or human trafficking;



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- Unless required by law, workers original identification documents, travel documents or any other personal documents or valuables are not surrendered upon hiring, during employment or during the recruiting process;
- Throughout the recruiting and hiring process and during employment, employees are not required to pay any fees or deposits (monetary or otherwise), including to any agency, recruiter or broker
- Business Partners utilize recruitment agencies, they should use only legitimate and reputable recruitment agencies which are properly licensed to operate under applicable local laws;
- Employees freedom of physical movement should not be confined or restricted;
- Equal opportunity is available for employees at all levels regardless of color, race, gender, gender identity, age, ethnicity, national origin, sexual orientation, marital status, religion, veteran status, disability or any other characteristic protected by law;
- A safe and healthy workplace is provided that promotes wellbeing and protects the environment;
- Wages should not be withheld or delayed and should comply with all applicable laws and regulations;
- Working hours and compensation for overtime hours is in accordance with local laws; and
- Employees lawful freedom of association and all legal rights to organize and collectively bargain are respected.

In the event of any doubts or questions concerning Business Partner Code of Conduct, please seek advise from the Procurement Team or/and Compliance Officer.

## **Communication and Training**

BEIL Group will conduct annual training program on Code of Conduct. It must be ensured that your employees, agents and subcontractors working with BEIL Group should attend these trainings.



## Your Responsibility for Compliance

It is your responsibility to ensure that your employees, agents and subcontractors working on BEIL Group business, understand and comply with this Business Partner Code of Conduct. Failure to adhere to this Business Partner Code of Conduct or any applicable law is grounds for BEIL Group to terminate the business relationship.

BEIL Group expects our Business Partners to have reasonable and appropriate systems in place to investigate and remediate allegations of wrongdoing, to the extent permissible by local law. You are required to immediately notify BEIL Group upon becoming aware of any potential violations of applicable law or this Business Partner Code of Conduct, or of any other allegations of wrongdoing related to BEIL Group business.

You must also immediately notify BEIL Group upon becoming aware of any negative or adverse publicity concerning your business or any product or service you provide to BEIL Group, or any event or circumstance related to you or your business that could be reasonably expected to cause negative or other adverse publicity concerning BEIL Group.

**I hereby confirm that my organization has reviewed and undertake to comply fully with the BEIL Group Business Partner Code of Conduct.**

Organization Name : \_\_\_\_\_

Authorized Person Name : \_\_\_\_\_

Designation of Authorized Person : \_\_\_\_\_

Email ID of Authorized Person : \_\_\_\_\_

Signature : \_\_\_\_\_

Date :

**Stamp of Organization**