

# Code of Conduct Policy

## OBJECTIVE

The objective of this policy is to provide procedural guidelines to all the employees of **Agrim Housing Finance Pvt Ltd** about how they are expected to behave at/during the office premises. The Company expects its employees to achieve and maintain a high standard of ethics, professional conduct and work performance.

## SCOPE

This policy is applicable to all the employees of **Agrim Housing Finance Pvt Ltd**

## RESPONSIBILITY

- All the Employees of the Company are jointly responsible to follow the policy guidelines to ensure healthy environment.
- Human Resource Department has the responsibility for ensuring the implementation of the policy.

## AREAS COVERED UNDER CODE OF CONDUCT (COC )

### Official Communication:

All type of official communication is expected to be done through CRM, Email, Whatsapp or Clickup or any other software proposed by the company. In case a discussion was verbal or telephonic, same should be put on email as well. For important items that are long term in nature, the same should be communicated on email only.

Email is expected to be used within the following guidelines:

- Email should mainly be used for formal business correspondence and care should be taken to maintain the confidentiality of sensitive information.
- If electronic messages need to be preserved, they should be sent on email, archived and filed in the database of the company.
- Non-essential email, including personal messages, should be deleted regularly from the 'Sent Items', 'Inbox' and 'Deleted Items' folders to avoid congestion.
- Email should not contain material that gossips about colleagues or that could be offensive, demeaning, persistently irritating, threatening and discriminatory, involves the harassment of others or concerns personal relationships.
- Maintain office decorum and discipline while doing WhatsApp communication where an employee is expected to avoid informal and unofficial communications.

### Laptop Policy:

The laptop is a facility provided by the Company is for business use. Limited private use is permitted provided the private use does not interfere with or distract from a person's work.

The following activities, using the Company's laptop is not permitted:

- Viewing, other than by accident, sites of incoming emails portraying obscene, violent, defamatory and unlawful material and material that could cause the Company to be in breach of equal opportunity or anti-discrimination legislation, verbally, in writing or pictorially.
- Downloading or printing material as described above.

- Introducing computer viruses or downloading movies or software that is not approved by the company.

## **General Environment**

### **a. Gifts:**

- **The Company** is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity.
- Managers should be notified when a gratuity/gift has been received. If the gratuity has been received as a thank the employee for work performed then it should be noted on the employee's personal file to ensure it is included in the employee's next appraisal.
- No employee may give a gift to a client without prior approval from management, such gratuities/gifts must always be part of an approved program of customer relationship management and specific gifts will be purchased centrally in appropriate quantities with management approval.

### **b. Mobile Courtesy**

- Everyone is expected to keep his/her cell phone on discreet or vibration mode, so that ringtones do not disturb other or divert the attention of others.
- When sitting for in meeting especially with seniors, the employee is expected not to attend phone calls unless call is from home.

### **c. Smoking & Alcohol**

- Smoking in work premises or in the building of the work premises is prohibited.
- We have zero tolerance around possession & banned substance including alcohol while at work.

### **d. Intellectual Property and Security**

#### **1. Conflict of Interest:**

Employee undertakes that while in the employment with the Company and for a period of **12 months** after separation from the Company, for any reason whatsoever, employee will:

- a. Not start on his/her own or together with third party and/or with Company's Clients proprietorship/partnership/company develop products identical or similar to those of the Company for himself or for third party, on behalf of himself through a third person or any services in competition to business of the Company **in the housing finance sector.**
- b. Not to seek or obtain employment or consultancy directly or indirectly with any other company/business entity/ organization or their associates/ affiliates, which are in competition with the Company.
- c. Not to abet, solicit or endeavor to entice any employees, officers, agents, contractors, clients and customers involved, associated and related directly or indirectly with the Company to leave their employment/contractual obligations, or to do any private trainings, consulting services or otherwise violate the policies of the Company or any of its subsidiaries.

While employed with the Company, employee agrees to work on full time basis exclusively for the Company and agree that employee shall neither be employed or engaged in any capacity in promoting, undertaking or carrying on any business nor take up any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, temporary, freelance or consultative in nature, without the prior written permission of our organization, failure to which will be considered as a violation of the terms of employment mentioned in the employee's appointment letter, leads to termination of employee's employment services, without notice or salary in lieu thereof.

Employee will neither accept nor offer any present, commission or any sort of gratification in cash or kind from any person, party or firm or company having dealings with the Company without the permissions in writing.

Employee will not (except in the normal course of the Company's business) publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to Company's products or to any matter with which Company may be concerned, unless Employee have previously obtained the written permission from the Company.

Employee further acknowledge that monetary damages may not alone be a sufficient remedy for unauthorized disclosure of Confidential Information and Company shall be entitled to seek all remedies and damages available in law and equity, including but not limited to such injunctive relief as may be deemed proper by a court of competent jurisdiction.

## **2. Confidentiality:**

Employee agrees that Company has the complete ownership of its "confidential information" regardless of form (written/electronic/oral) or marking or storage, and employee shall keep all such confidential information secret. "Confidential information" includes but not limited to the following:

Company's archives in any formats, technical or manual, including but not limited to contracts, personnel archives, processes, data, administrative documents, data transactions, lists of builders, clients and prospective customers etc.; Company's Sales database, Builder details, ttechnical materials, including but not limited to all development plans, development prospectuses, technical files, data in any format, technical diagrams, drawings, formulas, models and relevant technical articles, technical reports, matters relating to project initiatives and designs, etc. owned by Company;

Company's sales materials, including but not limited to all quality management methods, pricing methods, sales methods, customers' materials, etc. owned by Company. Information about costs, profits, pricing, policies, markets, sales, suppliers, customers (e.g., names and addresses), product plans, and marketing concepts, processes, formats plans or strategies.

Company's financial materials, including but not limited to all bank account materials, stockholders' materials, investment background, etc. owned by the Company;

Matters of a human resources nature such as employment/contractual policies and practices, personnel, including individual names, addresses, and telephone numbers; compensation and employee benefits,

Processes and procedures which are reasonably sufficient to ensure that all transmissions of documents are authorized and to protect its business records and data from improper access.

All the intellectual property rights whether present or future (including those exclusively owned by Company, those owned by Company and other companies or those owned by Company now and developed by Company in the future); trade secret processes or devices, know-how, data, formulas, inventions (whether or not patentable or copyrighted), specifications and characteristics of products or services planned or being developed, and research subjects, methods and results. Technical information contemplated, developed and accomplished by employees of Company; Any third party's confidential information which Company has the responsibility to keep confidential pursuant to laws and agreements between Company and such third party; Unprotected information: Information acquired from the public media, Information that Company legitimately obtains from a third party with whom Company has never signed a confidentiality agreement; and Further, all of the Company's Clients data, products, processes, concepts or strategies, Intellectual Property Right, Information whether oral, written, product catalogue, etc which shall be disclosed to the Employee or Employee come across the same through any of Employee's co-employees or third party during Employee's employment with the Company and thereafter shall be kept confidential at all times and not to be disclosed with any third party.

Any other information that Company claims and/or information of the nature that a reasonable person would understand its owner would not want it disclosed to the public shall be treated as confidential.

- Implementation of confidential information

Employee has the responsibility and duty to keep confidential all confidential information and to abide by and strictly implement all confidentiality regulations;

Employee shall not provide or disclose confidential information to any third parties (including irrelevant employees/agents of Company) without Company's written approval;

Employee shall not use confidential information for any purpose other than for fulfilling Company's assignments or responsibilities;

Employee shall not copy, transfer or use confidential information other than for the purposes of job requirements. If confidential information has to be copied due to work requirements, the copies (including but not limited to files, discs, CDs, pen drives, computer memories, etc.) are exclusively owned by Company and Employee shall clearly mark the copies and protect and manage the copies;

Employee shall not take any media carrying confidential information (including but not limited to files, discs, CDs, computer memories, etc.) out of Company's offices without Company's written approval;

Employee shall not talk about the content of any confidential information in public or through public media (including but not limited to telephones, e-mail, internet, etc.).

- Return and destruction of confidential files

Employee shall return or destroy confidential information at the request of Company. If Company does not set forth specific requirements, Employee shall return confidential information to Company within three working days after the use of the confidential information. Employee shall be responsible for safekeeping and return in good condition and order all the Company property, which may be in Employer use, custody or charge.

When Employee terminates the employment with the Company, Employee shall return all original files and copies that contain, represent, display, record or constitute confidential information and/or intellectual property rights including but not limited to electronic devices, records, data, notes, reports, proposals, business cards, letters, specifications, drawings, equipment, materials, etc. to Company.

Employee further acknowledges that monetary damages may not alone be a sufficient remedy for unauthorized disclosure of Confidential Information and Company shall be entitled to seek all remedies and damages available in law and equity, including but not limited to such injunctive relief as may be deemed proper by a court of competent jurisdiction.

### **3. Intellectual Property Rights:**

- Technical Information

During the period when Employee is employed and/or engaged on a contractual/advisory/consultancy basis by Company and after both Parties terminate their employment /contractual/consultancy relationship, all technical information, including, but not limited to, discoveries, inventions, know-how, ideas, concepts, processes, formats, products, data, methods and innovations (hereinafter referred to as "Technical Information"), related to the businesses, consultancy services, products, programs and services for

Company that are contemplated, developed and accomplished by Employee, whether independently or jointly with others, shall be deemed Company's Technical Information and absolute property, and all the corresponding rights including intellectual property rights shall belong solely to Company.

Employee agrees to record and keep the technical information developed by Company, whether independently or jointly with others, according to the formats or methods required by Company while Employee are employed/engaged by Company with utmost care. These materials belong to Company exclusively and Company has the right to retrieve the above mentioned materials at any time.

- Application for Intellectual Property Rights

Employee agrees to help Company or Company's agents, at Company's expense, to protect Company's interests in the aforesaid technical information and their related intellectual property rights by appropriate means in any country, including by disclosing all relevant information and data and by executing all relevant legal documents. Employee agrees that the relevant legal documents executed according to the aforesaid obligations shall survive the termination of the employment/contractual/consultancy relationship between the Parties. If Employee fails to sign the relevant legal documents due to psychological, physical or any other reasons, Employee agrees to delegate Company or Company's authorized person or agents as Employee's proxy to sign the aforesaid legal documents on behalf of Employee and to exercise other activities permitted by laws in order to obtain relevant patents, copyrights and other intellectual property rights. The actions of the persons delegated by Employee shall have the same binding effect as Employee's action.

- Prior information

Employee shall list all Employee's inventions, original works with copyrights, improvements, renovations and other business secrets (hereinafter referred to as "prior achievement ") that are related to the businesses, products and research and development of Company but not transferred to Company prior to Employee's employment/contract/consultancy by Company, as an attachment to this agreement.

Employee agree that Employee shall not have any "prior achievement" if Employee does not list such prior achievement as an attachment to this agreement.

During the period Employee is employed/contracted by Company, if Employee introduce any "prior achievement" in which Employee has ownership or interests in the products, processes, formats and machines of Company, Employee agrees to give Company non-exclusive, irrevocable, permanent and global permission to produce, revise, use or sell the above products, processes, machines or related "prior achievement" and Company shall not be required to pay any fees to Employee.

Employee further acknowledges that monetary damages may not alone be a sufficient remedy for unauthorized disclosure of Confidential Information and Company shall be entitled to seek all remedies and damages available in law and equity, including but not limited to such injunctive relief as may be deemed proper by a court of competent jurisdiction.

In breach of Clause 1 to Clause 2 mentioned hereinabove, without prejudice to the rights of Company, Company shall also be entitled to seek damages amounting to Six (6) month's Salary to the Company. (Salary shall mean Cost to Company [CTC] offered at the time of departure) or actual loss and/or potential loss suffered whichever is more.

## **K. Treatment of customers**

- Mutual trust and confidence between the Company and customers are vital. All employees should strive to consistently deliver service excellence and value for money, meeting customers 'expectations and anticipating their changing requirements.
- Accurate understanding of both the customer's expectations and the company's obligations are vital and depend on open and clear communication with the customer.
- Company's goal is to understand the customer's needs and work jointly to deliver them. If during contract discussions , Company considers that a customer's interests are not well served in the long term by the proposals, the Company will make this clear even if it impacts negatively on the business.
- Being open and honest with the customers also means that the Company will raise concerns with them if the Company becomes aware of any businesses practices or processes in their business we believe are contrary to their values or mean we will compromise our own if we follow them.

#### **I. Treatment of suppliers**

**The Company's** suppliers are entitled to fair treatment. It is the policy to pay suppliers in accordance with agreed terms of trade. The Company sets high standards for our suppliers in the context of our own governance standards.

#### **m. Competition**

**The Company** will always compete vigorously and in a fair and ethical way. Competitive success is built on providing good value and service excellence. When in contact with competitors,

- Employees will avoid discussing confidential information and no attempt will be made to
- Improperly acquire competitors' trade secrets or any other confidential information.
- Employees must not publicise, discuss or share with competitors (even indirectly) pricing
- Information or engage in any conduct or practices which would conflict with the laws
- Applicable to the business concerned.

#### **n. Company's approach to corporate governance**

- The Company is committed to protecting the interests of our shareholders and our organization through compliance with the relevant legal and regulatory environments and careful management of business risks.
- The Company will comply fully with all relevant national and international laws and regulations.
- It is the responsibility of all managers to ensure, by taking legal or other expert advice where appropriate, that they are aware of all local laws and regulations which may affect the area of the business in which they are engaged.

#### **O. Accounting standards and records**

- All accounting documentation must clearly identify the true nature of business transactions, assets and liabilities in conformity with relevant regulatory, accounting and legal requirements. No record or entry may be false, incomplete or suppressed.
- All Group reporting must be accurate and complete and in compliance in all material respects with accounting standards, policies and procedures, as outlined in the Group Finance Manual. Employees must not materially mis-state or knowingly misrepresent management information for personal gain or for any other reason. Concerns that this may have or will occur should be reported via the whistleblowing facilities available.

#### **p. External reporting**

- The Company's businesses may be required to make statements or provide reports to regulatory bodies, government agencies or other government departments. Care should be taken to ensure that such statements

or reports are correct, timely and not misleading. Senior management must be made aware of any sensitive disclosure before it is made.

- Care must also be taken when making statements to the media that information given is correct and not misleading. Information which, if made public would be likely to have material effect on the **Company's** image, share price or about certain transactions such as mergers, acquisitions or disposals or transactions with related parties is subject to specific rules.
- Only authorised spokespersons are permitted to represent the Company in media or investor relations.

#### **Q. Policies and procedures**

The Company recognizes that there are risks associated with carrying out any business activity. Management is responsible for ensuring that policies and procedures are in place to manage risks and for complying with those policies and procedures. Employees should ensure that they are aware of the risks associated with their activities and that they comply with policies and procedures in place to manage those risks.

#### **r. Our commitments to our employees**

The Company is committed to optimizing individual and business performance through employing the best people at all levels and creating an environment in which they want to and are able to contribute fully to the Group's success. To achieve a working environment in which team spirit and commitment to the goals and values of company are maintained, we all have a duty to ensure that individual employees are treated fairly and with dignity and respect.

#### **s. National regulation**

In dealing with its employees, the Company will act in compliance with national regulatory requirements and employers' obligations to employees under labour or social security laws and regulations must be respected.

#### **t. Harassment**

Harassment can be defined as unwanted behaviour, which a person finds intimidating, upsetting, embarrassing, humiliating or offensive. Conduct involving the harassment (racial, sexual or of any other kind) of any employee is unacceptable. Should an employee believe that he or she has been harassed the matter should be raised with the relevant Human Resources Manager who will arrange for it to be investigated impartially without delay.

#### **u. Equal opportunity**

The Company values all its employees for their contribution to the business. Opportunities for advancement will be equal and will not be influenced by considerations other than their performance, ability and aptitude. Employees will also be provided with the opportunity to develop their potential and, if appropriate, to develop their careers further with the company.

#### **v. Health & safety**

The Company places the highest priority on protecting the health and safety of employees whilst at work. In particular, we will constantly review the effectiveness of our methods of operation to best protect those who work in a high-risk environment. This includes evaluating, mitigating and managing risks where they occur and enforcing robust procedures that safeguard our employees and the people, property and assets they look after. Company expects our leaders to be outstanding role models, setting the highest standards for health and safety and fostering a culture where, in line with our values, health and safety is the first consideration in everything we do.

**w. Terms of employment**

The businesses and their employees will work towards creating long-term relationships. Employees will be paid for and work hours at least as favorable as the terms established by national legislation or agreements or industry standards. Where none exist, the business will set standards by ensuring wages paid are market reflective and the hours worked are not excessive, regardless of local practices.

**x. Pre-employment screening and selection**

In order to protect the interests of its employees and customers, and because of the nature of its business, the Company will apply rigorous pre-employment screening and selection techniques.

**y. Our approach to being a good corporate citizen**

The Company is committed to being a good corporate citizen, taking account of the economic, social and environmental impact of our business and aiming to maximise the benefits and minimise any negative impact of our global operations.

**z. Social networking / Public Behaviour**

Employees who engage in social networking on websites or in groups or in public that reflect any association with, or make reference to the Company, is expected to behave in ways that are consistent with the company values and policies. Employees must therefore ensure that the company is not exposed to legal or reputational risks and the safety and security of employees, customers and the general public are not undermined.

**Grievance addressing:**

- Any employee having any complaint / grievance should immediately contact his supervisor for its redressal.
- It is the responsibility of the superior to listen to his complaint/ grievance and redress the same within 12 hours of the grievance.
- If he is not able to redress his grievance and he wants to discuss the problem with his boss he may do so but whether it is possible to redress his grievance or not it must be communicated to the complainant accordingly within 24 hrs.
- Employees not satisfied from the reply of the superior can submit his complaint in writing to the Departmental Head through his superior.
- The superior should forward his complaint with his comments to the Departmental Head for decision and the departmental head should redress the complaint within 5 days from its receipt. If he so desires he may call the concerned complainant as well as his superior and communicate his decision. If it is not possible for him to take a decision, he may discuss the matter with the SBU Head/ CEO.
- The complainant if not satisfied with the decision of the departmental head, he may approach the SBU Head / CEO within 10 days.
- The Department Head will make all possible efforts to redress the grievance of the applicant and if he so desires, he may discuss the complaint with the Corporate Head of the Corporate Office.
- Any action being taken to redress the complaint or if there is any delay in redressing the grievance, the employee must be communicated through his immediate boss.

**Adherence to policy**

Since the Company aims to maintain high ethical standards in carrying out its business activities, practices of any sort that are incompatible with the Group's principles and policies are not tolerated. Strict adherence to these principles and supporting policies is a condition of employment in the Group.

#### **RESTRICTIVE CLAUSES**

- The interpretation of the policy rests exclusively with the Company. The decision of the Company is final and binding.
- Any exceptions to the above would be at the sole discretion of Management.
- The Company reserves its right to withdraw or discontinue or modify the above scheme at any time, at its sole discretion and that the above scheme does not create any right whatsoever for the employee.