

# CODE OF CONDUCT

## **SHAKUMBHARI ENTERPRISE**

Website: [www.shakumbh.com](http://www.shakumbh.com) ,Email id: [info@shakumbh.com](mailto:info@shakumbh.com)  
Tel No.0591-2430113, Mobile Number: +91 9410016443

**All rights reserved.**

**Contents**

- 1. HONORING LAWS & REGULATIONS ..... 4**
  - 1.1 COMPLY WITH LAW ..... 4
  - 1.2 DO NOT TRADE ON “INSIDE” INFORMATION ..... 4
  - 1.3 ANTI-CORRUPTION ..... 4
- 2. ACCURATE ACCOUNTING & RECORD KEEPING ..... 4**
  - 2.1 ACCOUNTING & FINANCIAL STATEMENTS ..... 4
- 3. INTEGRITY, FAIRNESS & BUSINESS ETHICS. .... 5**
  - 3.1 COMPETING FAIRLY ..... 5
  - 3.2 WORKING WITH SUPPLIERS ..... 5
  - 3.3 WORKING WITH COMPETITORS ..... 5
  - 3.4 GIFTS & GRATUITIES ..... 6
  - 3.5 NO INDULGENCE IN POLITICAL ACTIVITY ..... 6
  - 3.6 MEDIA RELATIONS ..... 6
  - 3.7 CONFLICT OF INTEREST ..... 7
  - 3.8 IMMIGRATION ..... 7
- 4. ACQUIRING AND USING INFORMATION ..... 7**
  - 4.1 FURNISH COMPLETE AND CORRECT PARTICULARS ..... 7
  - 4.2 INFORMATION ABOUT OTHERS ..... 8
  - 4.3 PERSONAL INFORMATION ABOUT INDIVIDUALS ..... 8
  - 4.4 KEEP COMPANY INFORMATION CONFIDENTIAL ..... 8
- 5. WORK ENVIRONMENT ..... 9**
  - 5.1 SAFE AND HEALTHY WORK ENVIRONMENT ..... 9
  - 5.2 TOBACCO, ALCOHOL & DRUG FREE WORKPLACE ..... 9
  - 5.3 FAIR EMPLOYMENT PRACTICES ..... 9
  - 5.4 NO HARASSMENT (VERBAL/ PHYSICAL/ SEXUAL) / MISBEHAVIOR/ DISCRIMINATION ..... 9
- 6. FAIR USE & PROTECTING COMPANY ASSETS ..... 10**
  - 6.1 COMPANY ASSETS – PROPERTY OF THE COMPANY ..... 10
  - 6.2 COMPUTER SYSTEMS ..... 10
  - 6.3 PERSONAL COMPUTER SOFTWARE ..... 10
  - 6.4 USE OF INTERNET AND E-MAIL ..... 11
- 7. INVENTIONS. .... 11**
  - 7.1 PATENT, TRADEMARK AND COPYRIGHT REGISTRATIONS ..... 11

## **PREAMBLE**

“Code of Conduct” defines the Organization’s expectations from Employees and Representatives (hereinafter individually referred to as “Party” and collectively referred to as “Parties”) of SHAKUMBHARI ENTERPRISES. and its subsidiaries, across all divisions and locations in India (hereinafter referred to as “SE” or “Company”). The Code of Conduct intends to guide Parties towards maintaining professional standards of ethics, integrity and objectivity, and also provides a frame of reference, to personify SE values and embody the brand for SE’s clients, communities and other key stakeholders. The Code of Conduct clarifies how SE values apply to each Party at SE, establishes policies that flow from those values, and sets clear expectations for the way each of the Party must conduct themselves and SE business.

# **1. HONORING LAWS & REGULATIONS**

## **1.1 Comply with Law.**

Parties must comply with the applicable laws, regulations, rules & regulatory orders. Each Party must acquire sufficient knowledge to enable themselves to identify potential risk while performing their duties & know when to seek advice from the relevant department.

## **1.2 Do not trade on “inside” information.**

In the course of Party’s employment or service engagement with SE, any Party may become aware of information about SE or other companies that has not been made public. Parties should not use or disclose such non-public or “inside” information about SE or another company for financial gain or other benefits.

### **What is Inside Information and Insider Trading?**

Insider trading is dividend actions, acquisitions or other business combinations, divestitures, major new product or services announcements, significant advances in research, and other significant activities affecting SE.

As with investments, Parties should not evade these guidelines by acting through anyone else or by giving inside information to others for their use, even if the Party will not financially benefit from it. If any Party has any doubt about what they can or cannot do in this area, then such Party should consult with SE’s Company Secretary.

## **1.3 Anti-Corruption.**

Parties must not demand, accept, make any corrupt offer payment, promise to pay, authorization to pay any money, gift, or anything of value to any other Party, individual or entity, for the purpose of: influencing any act in order to obtain or retain business, or direct business to SE or any other company.

All Parties are expected to act with utmost integrity, honesty and transparency during business dealings.

# **2. Accurate Accounting & Record Keeping**

Parties are required to prepare SE business documents as completely, honestly and accurately in their best capacity. These records include timekeeping records, expense reports, accounting records, test and progress reports, cost estimates, contract proposals, and presentations to clients, public or SE management, and any representation, either written or oral, made by any Party in the conduct of SE business should be factual, fully substantiated, and verifiable.

Parties have a responsibility to maintain accurate, organized records of their business activities. Parties are required to observe departmental, business unit, or corporate rules, as advised for records retention, including the requirement for the secure destruction of records that have outlived their policy-prescribed useful life.

To sign / approve MOU’s, agreements, power of attorney, tenders & other legal documents, signed approval is required from SEI Legal Head/authorized person in SE Legal department. These documents should be signed by Authorised Officers only.

## **2.1 Accounting & Financial Statements.**

Parties must comply with SE’s financial policies and processes to ensure that all financial transactions are accurate, timely, as per applicable accounting standards and that those are appropriately reviewed and approved.

Any Party who, in good faith, perceives Questionable Accounting Matters reports the matter to Code of Conduct Administration Body as per Whistle Blower Policy.

The Questionable Accounting Matters include, but are not limited to:

I. Fraud, malpractice or deliberate error in the preparation, evaluation, review or audit of any of SE's financial records & statements.

II. Efficiencies in or non-compliance with SE's internal accounting controls.

III. Misrepresentation or false statement to or by an accountant or other person with financial reporting or audit responsibilities regarding a matter contained in SE's financial records, financial reports or audit reports.

IV. Deviation from full and fair reporting of SE's financial condition.

### **3. Integrity, Fairness & Business Ethics**

#### **3.1 Competing Fairly.**

Each Party must compete ethically and in compliance with SE's policies and the law, no matter how competitive the environment is.

#### **3.2 Working with Suppliers.**

In way of making decisions between competing suppliers, Parties must weigh the facts impartially to determine the best supplier. Parties must not exert or attempt to exert influence to obtain special treatment for a particular supplier. Even appearing to do so can undermine the integrity of SE's established procedures.

Parties must not take favors of any kind, in return of offering support or assistance in the decisions of the company or any other Party in favor of the supplier.

#### **3.3 Working with Competitors.**

Parties must not indulge in making false and misleading statements about competitors, their products, and their services. Parties must ensure that all comparisons to competitors are substantiated, and that they are complete & accurate.

Parties must not discuss or collaborate on prohibited subjects with competitors. In all connects with competitors, Parties must avoid discussion or collaboration on pricing policies, contract terms, costs, inventories, marketing and product plans, market surveys and studies, production plans and capabilities, and any other proprietary or confidential information. Parties must also avoid any discussion or agreement on dividing clients or territories.

It is likely that any Party and competitors may, from time to time, meet, talk and attend the industry or association meetings. Many of these contacts are acceptable as long as established procedures are followed. Acceptable contacts include sales to other companies in the industry and purchases from them; approved participation in joint bids; and attendance at business shows, organizations and trade associations.

#### **3.4 Gifts & Gratuities.**

Any Party or Party's immediate family member must not directly or indirectly receive or give any gifts or gratuities with aggregate value exceeding Rs. 2000 per calendar quarter from any one current or potential client, business partner or other service provider. For purposes of this policy, "gift" includes supplier or vendor or partner paid travels, vouchers, cash, items, vacation package, tickets to sporting or cultural events, concert

tickets, and similar spectator or participatory activities. "Gift" does not include loans from financial institutions, articles of nominal value commonly used for sales promotion, and ordinary business lunches and dinners.

Parties must inform their Reporting Managers prior to giving the gift &/or on receiving the gift within the defined value limit. Any exceptions must be approved by the Code of Conduct Administration Body.

### **3.5 No Indulgence in Political Activity.**

Corporate funds, credit, property or services shall not be used, directly or indirectly, to support any political party or candidate for public office, or to support or oppose any ballot measure, without the prior approval of Code of Conduct Administration Body.

### **3.6 Media Relations.**

Each Party is required to direct media inquiries, interview requests or press releases of any kind pertaining to SE to Corporate Communications Department. Any Party before addressing Media as an identifiable representative of SE, issuing news releases on any subject should obtain approval from the Corporate Communications Department prior to indulging in the act.

Parties are expected to abide by the following conduct while using blogs, wikis, social networking, while representing SE:

- I. Communicate in a respectful and professional manner.
- II. Avoid disclosing proprietary information or misusing SE's intellectual property.
- III. Keep applicable policies and regulations in mind.
- IV. Understand that rules about communicating SE information 'offline', also apply in the 'Online' world.

While connecting with existing or potential customers of SE, Parties should act in a manner that creates value for SE customers and shall try to build a relationship based upon trust.

Parties are required to use the name and position of the Company only for official purpose. They should abide by the Company's rules, policies, codes and obligations of the Company pursuant to any agreement that the Company has entered into and should not indulge in any misuse of the Company position for personal gains. The Party should refrain from indulging in any criticism about the Company, another Party, client, customer, partner or supplier.

Furthermore, any Party publication or publicly made statement that might be perceived or construed as attributable to the Company, made outside the scope of employment or service engagement with the Company, must be reviewed and approved in writing in advance by the Corporate Communications Department and must include the Company's standard disclaimer that the publication or statement represents the views of the specific author and not of the Company.

### **3.7 Conflict of Interest.**

All Parties are required to avoid any conflict, or the appearance of conflict, between Parties private interests and those of SE. Personal gain or advantage must never, in fact or in appearance, influence or come before conducting SE business with honesty, integrity and respect.

Parties must be careful to avoid situations that might involve conflict of interest or appear questionable to others. Conflict of Interest could majorly occur due to the following areas of concern:

- I. Accepting or engaging in simultaneous employment with Company supplier, customer, partner, client competitor or another organization.

- II. Participating in activities that conflict or appear to conflict with SE responsibilities.
- III. Giving or receiving anything that might influence the recipient or cause another person believe that the recipient may be influenced – this includes offering or accepting kickbacks, bribes, illegal payments, or gratuities.
- IV. Business Interests with another organization.
- V. Joining SE client or client's client project directly or indirectly where you are deputed or solicit any other gainful association with our client or client's client project directly or indirectly, during the period of your employment and 18 months thereafter from the date of separation from SE without written permission from SE management team.

Parties are prohibited from pursuing relationship with other Parties, clients, business partners, or other service providers where the relationship may create the appearance or fact of conflict of interest, favoritism or harassment. Should such a relationship begin, the Parties involved have an obligation to inform Code of Conduct Administration Body, which will determine as to what adjustments may be required to eliminate any actual or potential conflict of interest.

Parties must not engage in outside employment or other part-time commercial duties before or after Parties regular working hours without a written approval from Chief Human Resources Officer.

### **3.8 Immigration.**

Cross-border travel for SE business can raise immigration, payroll, and corporate tax requirements and obligations under SE internal policies or the laws of the destination country. For instance, valid work authorizations and documentation, such as a work permit or a work visa, are usually required if any Party may perform productive work in another country. In addition, certain supplemental tax obligations may apply.

Always comply with SE requirements related to cross-border travel. In some cases this may require an SE Assignment Plan or Telecommuting Agreement before doing productive work (generally, an activity that involves more than just business meetings) in a country that is not Parties primary employment country.

## **4. Acquiring and Using Information**

### **4.1 Furnish Complete and Correct Particulars.**

In case the particulars furnished by Parties; pre, post-employment or service engagement are found to be false, incorrect or incomplete, their employment or service engagement with the Company shall be liable to be terminated or cancelled forthwith without any further notice and SE shall reserve the right to initiate appropriate legal proceedings against the Party in a Court of Law. Moreover, the Party will be squarely liable, and hence shall indemnify SE for all losses and/ or liabilities incurred on account of furnishing of such false or incomplete or incorrect information.

All Parties are required to provide personal information, to the Human Resources Department upon commencement of employment or service engagement with SE. Every Party has a right to request access to and correction of personal information in relation to employment or service engagement. All Parties should communicate to the Human Resources Department on timely basis any change in personal information (w.r.t. marriage, change in address, correspondence, education etc.). All communication sent in the normal course at the address given by the Party shall be deemed to have been received by the Party.

In case due to unfortunate reasons, any Party gets involved in a suit or in the event any criminal proceedings are initiated against any Party for any reason whatsoever, upon receipt of notice of such proceedings, the Party must immediately inform the same to the Reporting Manager and the Human Resources Department in writing.

SE recognizes its responsibilities in relation to the collection, holding, processing and use of personal data of its employees. Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by SE is accurate. SE will take all practicable steps to ensure security of the personal data and to avoid unauthorized or accidental access, erasure or other use.

If any Party suspect that personal information has been lost or stolen, Parties must report it immediately to the Company.

#### **4.2 Information about Others.**

In the normal course of business, it is not unusual to acquire information through appropriate sources; about other organizations, including competitors for purposes such as; extending credit, evaluating suppliers, evaluating the relative merits of SE's own products, services, and marketing methods against that of competitors

No Party should use improper means to acquire another's trade secrets or other confidential information because improper solicitation or receipt of confidential data from any source, including any of SE's client, a competitor's employees or any other Party, is inappropriate.

No Party must engage in or facilitate any improper or illegal practices designed to collect potentially confidential or sensitive information from competitors or others, such as wiretapping, surveillance, hacking, bribery, theft or trespassing.

Information about other organizations and individuals should be treated with sensitivity and discretion. When working with information, Parties should use that information in the proper context and make it available only to other SE employees with a legitimate need to know. In presenting such information, Parties should disclose the identity of the organization or the individuals only if necessary.

#### **4.3 Personal Information about Individuals.**

Any Party may have information about consumers or employees of clients, suppliers, SE business partners and others that they should use only to the extent necessary to fulfill Parties assigned job responsibilities and in accordance with instructions issued by management or applicable SE policies, directives, and guidelines.

No Party should use or alter the personal information about others, for personal gain or disclose it to anyone who does not have a legitimate need for such information.

#### **4.4 Keep Company Information Confidential.**

No Party shall use, communicate or disclose, except for the benefit of the Company, any Confidential Information relating to the Company which the Party have been privy to by virtue of being the employee of the Company or in a service engagement with the Company. "Confidential Information" for this purpose shall mean and include all information, regardless of the form and whether oral, written, stored in a computer database or otherwise, which has been disclosed by the Company or any of its employees or promoters and which in any way relates to markets, customers (including, but not limited to customers of the Company on whom the Party called or with whom the Party became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, profits, all ideas which are derived from or related to Party's access or knowledge of any of the enumerated materials and information, Company, employees, agents, distributors or business in general of the Company. Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of the Party or of others who were under confidentiality obligations as to the item or items involved.

Each Party shall be responsible for maintaining the secrecy and confidentiality of such information and all portions thereof. All information about or belonging to suppliers, clients or and all parties to any agreement with the Company which is Confidential Information pursuant to the above definition if such other parties were in position of the Company. Absence of any marking or statement that particular information is Confidential Information shall not affect its status as Confidential Information.

## **5. Work Environment**

### **5.1 Safe and Healthy Work Environment.**

Each Party must follow all safety guidelines and report any unsafe conditions or accidents. Any acts or threats of violence towards another person or Company property must be reported promptly.



### **5.2 Tobacco, Alcohol & Drug Free Workplace.**

SE has adopted a Tobacco, Alcohol and Drug Free Workplace policy, the purpose of which is to promote health and safety of each Party and that of its customers.

All Parties & visitors are required to only use designated outdoor areas that SE or building management, at its discretion, has established as smoking areas.

All Parties & visitors are prohibited from consuming, carrying or distributing drug, alcohol or any intoxicant substance during working hours as well as in the Company premises.

All Parties working or visiting at client locations must strictly follow the client's established policies pertaining to the above said subject.

### **5.3 Fair Employment Practices.**

SE has an established equal opportunity & non-discrimination policy.

It is mandatory for all Parties to abide by the policy & accordingly make decisions pertaining to recruitment, employment, promotion, transfer, pay and benefits, training, lay-off and termination.

### **5.4 No Harassment (verbal/ physical/ sexual) / Misbehavior/ Discrimination.**

During the term of the Party's' employment or work engagement, the Party should not engage in any form of harassment in the workplace, including verbal harassment (epithets, derogatory statements, slurs), physical harassment (hitting, pushing or other aggressive physical contact), visual harassment (posters, cartoons, drawings), sexual harassment.

The Company takes a very serious view of instances of sexual harassment and has Zero Tolerance in this regard. Any complaint relating to sexual harassment will be dealt with in accordance with the provisions of Redressal of Sexual Harassment at Work Place Policy. This policy aims at preventing any incident of sexual harassment and lays grievance Redressal procedure for investigation & addressing any act of sexual harassment at workplace.

## **6. Fair Use & Protecting Company Assets**

Parties are required to protect SE's or SE's clients assets and ensure their efficient use. Misuse, theft, carelessness and waste of resources and assets have a direct impact on SEs profitability and reputation. SE's or its clients assets include: The buildings, equipment, supplies, computer systems, software and other materials that comprise SE workplaces.

### **6.1 Company Assets – Property of the Company.**

Each Party has a responsibility to use and maintain the Company assets with care and to guard against waste and abuse.

The Company's assets must only be used for the business-related aspects or for any other use as duly notified and authorized by the Company. In the event that the Party undertake or execute any modification, alteration and/or up gradation of asset of the Company, such modified, altered, upgraded asset shall also belong exclusively to the Company. Upon the termination of employment or service engagement with the Company, the Party must hand over all the Company assets in its possession to the immediate Reporting Manager or any such person as may be designated by the Company from time to time for this purpose. The Company further retains the absolute right to restrict, monitor, modify and delegate the use of its assets by any Party. The Party will be solely responsible for the use of all assets of the Company that have been entrusted to its custody by the Company and no acts of commission or omission on behalf of the Company shall constitute a waiver of such responsibility or liability on its part.

During the course of employment or work related engagement with the Company, the Party could have access to a wide variety of data and documents, some of which may have been created by the Party alone or as a part of a team. The Company shall at all times retain absolute ownership of all such content, documents and/or data and the Party shall not copy, transmit, remove or alter such data except in pursuance of its official duties.

Parties could have access to Company or customer or partner-provided messaging systems and tools that are provided to facilitate business. These systems and tools include e-mail, fax, instant messaging, telephones, voice-mail, mobile devices, and file sharing via Internet and internal networks. All information sent or received using such messaging systems is the property of specific Company or customer or partner, and may be monitored by them. The tone and content of all messaging is expected to be businesslike and to reflect well on the Company.

### **6.2 Computer Systems.**

All Parties are required to operate both internal and client-facing computer systems for their intended business purposes only, and in full accordance with documentation and supervisors' instructions. The Parties have an affirmative obligation to safeguard the hardware, software and data processed by SE computers against damage, alterations, theft, fraudulent manipulation, unauthorized access, and unauthorized disclosure of proprietary or confidential information. SE has an absolute right to monitor, limit and control the configuration and use of its computer systems and networks.

### **6.3 Personal Computer Software.**

Only SE's authorized software should be used in the office. Parties must not:

- I. Make any duplication of SE's licensed software whether for Parties own personal use or otherwise, except for backup or archival purposes as such duplication is in violation of the copyright law in India;
- II. Bring into or take away from the office for use any software disk that has not been virus-checked by SE or any software that is not legally acquired; or

## **6.4 Use of Internet and E-mail.**

Access to SE's electronic facilities and systems is provided to Parties for use in connection with Company business. Parties should give careful thought of the appropriate medium, the substance, and the distribution of electronic messages to avoid overburdening the systems. Parties must not download, copy, access or transmit to third Parties the works of others without their permission, as this may infringe copyright.

Parties should be cautious in transmitting information or documents over the Internet, as the content, recipient, and attachments to any transmission may be disclosed to others than the intended recipients. In addition, access to external computer systems, including the internet, should only take place through approved mechanisms. Similarly, Parties should scan with anti-virus software all documents downloaded from the Internet or other sources to prevent importing computer viruses into SE system.

Personal websites and personal web logs (or "blogs") maintained by a Party should not be used for job-related communication. SE utilizes company-sponsored websites and other e-marketing initiatives for communicating with existing and potential clients and candidates. Parties should use the tools (e-mail system or telephones, etc.) provided by SE for any work-related communication.

While SE may employ filters that block access to certain types of sites, such filtering is not intended as a substitute for Party's good judgment, nor does a website not being blocked mean that its content is permissible. There will be a strong presumption that any Party's access of prohibited content is the result of carelessness or wilful misconduct that is inconsistent with every Party's responsibility to safeguard Company systems and other assets.

In addition, if any Party receives any e-mail that is or could be considered offensive to any other Party; they should not be forwarded on to any Party in the Company or outside.

SE has the right at any time to access and disclose data stored on its communications and information systems, including voice mail and e-mail messages.

Party's use of Company resources for personal reasons should be limited & must not conflict with Company's interests or adversely affect job performance (own or that of other Party) & must not result in significant added costs, disruption of business, or any disadvantage to SE. Be conscientious and responsible; do not access, distribute, download, or upload material that is prohibited by law or third Party copyright protected materials without permission from the owner.

## **7. Inventions**

The Parties shall keep and maintain adequate and current written records of all Inventions made by the Party (solely or jointly with others) prior joining SE or during the term of their employment or service engagement with SE. The records could be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

### **7.1 Patent, trademark and Copyright Registrations.**

Each Party must assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, trademarks, designs, trade secrets or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, the title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto.

All parties are required to abide by the established policies pertaining to confidentiality and nondisclosure.

# **CODE OF CONDUCT ADMINISTRATION**

## **AVAILABILITY AND AMENDMENTS**

The Code of Conduct will be available on the Company intranet.

If any Party has a query or issue with a section of the Code of Conduct or with the certification, the Party should discuss the concerns with the Reporting Manager, or Human Resources representative, or Code of Conduct Administration Body or send an e-mail to [info@shakumbh.com](mailto:info@shakumbh.com). All questions and concerns shall be treated with discretion and courtesy, and confidentiality shall be maintained to the extent permitted by the circumstances.

## **CODE OF CONDUCT ADMINISTRATION & AUTHORITY**

- Chairman of the Audit Committee, Chief Executive Officer, Human Resources Officer, Finance Officer & General Counsel are the governing bodies for Code of Conduct Administration.
- In event of any case being registered with the Code of Conduct Administration Body; the same shall be investigated & report of the investigation shall be submitted to the Code of Conduct Administration Body for the decision making on the registered case, based on severity.

## **WHISTLE BLOWER POLICY**

The organization has established a single, no threat window; whereby any Party, who is aware of any, perceived wrongdoing in the organization, is able to raise it & it ensures that appropriate investigations of the report, timely institutional response & remedial action. The protected disclosure could be submitted; in person, in writing or anonymously; through any of the channels mentioned in Whistle Blower Policy.

## **RESPONSIBILITY OF ALL PARTIES**

- Have personal knowledge and understanding of the Code of Conduct, and participate in internal training regarding the same. Seek help when the proper course of action is unclear or unknown. Contribute to a workplace environment that is conducive to upholding the Code of Conduct.
- Take responsibility for their own conduct & do not prompt anyone to violate the Code. Any attempt made to direct or otherwise influence any Party to commit a violation is itself a violation of the Code.
- Remain alert and sensitive to situations that could result in actions that are illegal, unethical or in violation of the Code of Conduct as well the policies and procedures that support it.

## **APPLICABILITY & ENFORCEMENT OF CODE OF CONDUCT**

- All provisions of Code of Conduct consistently apply and are equally enforced to all Parties.
- The consequences of Code of Conduct violation; will depend on its severity, and may include written warning to the Party, written reprimand, demotion, termination of employment or services, rescission of stock grants or options, restitution or reimbursement of losses or damages, institution of civil legal proceedings, and/or referral for criminal prosecution.
- SE prohibits retaliation against anyone for reporting a perceived Code of Conduct violation or cooperation with an internal or external investigation of such a violation. Such retaliation by any Party OR Third Party acting on behalf of a Party is itself a violation of the Code. This “no retaliation” provision of the Code of Conduct does not limit SE’s recourse, if the Party reporting the violation is ultimately found to have been a participant in the violation, or if the report is found to be a deliberate attempt to cause harm or harass another Party.

## **UNDERTAKING**

I have carefully read and considered the contents of this document and having done so; acknowledge that the restrictions set forth are fair and reasonably required for the protection of the interests of the Company and its business, offices and employees. I also agree to read & accept the Code of Conduct document as a physical copy or through e-learning module as & when administered by the Company.

I agree that, if found disregarding any of the conditions set forth in this document, the Company has the right to take any disciplinary action, including termination of my employment, without any notice and that I shall be solely responsible for the consequences thereof.

(Signature of the Employee)

Name:

Employee Code:

Date:

Place: