



## Anti – Bribery And Anti – Corruption Policy

### Namdev Finvest Private Limited

#### Registered Office:

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NEER SAGAR MARKET, BHANKROTA,  
JAIPUR, RAJASTHAN-302026  
INDIA

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<b>Policy Name</b>	<b>Anti-Bribery and Anti-Corruption Policy</b>
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<b>Recommended by</b>	<b>Sakshi Sharma</b>
<b>Approver</b>	<b>Board of Directors</b>

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## **ANNEXURE – III ANTI-BRIBERY AND ANTI-CORRUPTION POLICY**

### **1. Introduction**

**Namdev Finvest Private Limited (NFPL)** is a Non-Banking Financial Company having valid Certificate of Registration with Reserve Bank of India vide registration No. B-10.00260 on 20th August 1997 under current RBI classification as NBFC – Non-Deposit taking Asset Finance Company.

It is focused on offering finance to MSME, Two-wheelers, Solar panel loan, Electric Vehicle (EV) loan, EV charging station loan and all kind of light commercial vehicles segment.

### **2. Regulatory Requirement**

Anti-Bribery and Anti-Corruption Policy is being formulated in accordance with Prevention of Corruption Act, 1988.

The Prevention of Corruption Act, 1988 (“PCA”) and many other Anti-Bribery and Corruption laws and regulations around the world make it clear that bribery and corruption is prohibited and illegal. Violation of these regulations lead to fines, penalties, reputational damage, and in some cases criminal liability.

### **3. About The Policy**

NFPL’s interactions with Government Officials, as well as private sector (non-government) individuals (“Private Parties”), are generally subject to anti-corruption laws and regulations, and the Company and its employees must not take any action that violates or facilitates the violation of any such laws or regulations. Anti-corruption laws enacted by various countries and jurisdictions prohibit the Company from offering, promising, giving or authorizing others to give, or receiving anything of value, directly or indirectly, to or from any party to influence official action, improperly obtain or retain business or otherwise gain an unfair business advantage. Anti- Bribery and Anti-Corruption Policy (“Policy”) and the similar anti-corruption laws enacted by various countries do not prevent NFPL from working with governments and promoting NFPL to Government Officials and state-owned or controlled enterprises; rather, they are intended to promote ethical conduct and to prevent bribery and other corrupt practices when dealing with Government or Private Parties.

Gifts, business entertainment, travel, lodging, meals, charitable contributions, educational or employment opportunities, and assumption or forgiveness of debt may be treated as improper and illegal under the applicable anti-corruption laws, as may any other thing of value, if offered or given for an improper purpose. Further, many jurisdictions often impose strict monetary and other limitations on such expenses, regardless of improper intent. In all instances, gifts and entertainment provided to Government Officials and Private Parties must be in connection with the promotion and demonstration of NFPL’s products and services and be reasonable and



proportionate under the circumstances. Company's employees may not use personal funds or a third party to circumvent the requirements of this Policy.

In addition, you may not accept a gift or entertainment that appears intended or designed to induce you to act in a manner inconsistent with the best interests of the Company, and/or might create the appearance that you are engaging a Business Partner or entering into a business transaction based on factors other than the merits of the product or service offered or the quality of the professionals involved.

#### **4. Who is a Government Official?**

The term "Government Official" is broadly defined and includes (a) officials and employees of; and (b) any person acting in an official capacity for or on behalf of:

- Any government, governmental agency or instrumentality, or any public international organization; any company that is controlled by a government or governmental agency (notwithstanding that the company may be publicly listed); and any political party, party official or political candidate.

Government Officials are not always easily identifiable. Consult the Compliance Department of the Company for guidance on whether an individual should be considered a Government Official.

#### **5. Gifts and Entertainment**

Meals, entertainment and gifts for Government Officials or Private Parties may be permissible in certain circumstances, if they are reasonable to maximum limit of 5000/- INR whether in cash or in kind and appropriate in light of local law, custom and practice, not excessive in nature or frequency and not offered or given for an improper purpose. Expenditures, such as travel and lodging, directly related to the promotion or demonstration of the Company's business products or services may also be acceptable if they are reasonable and not made corruptly to influence official action or secure an improper advantage. Nothing should be offered to any party, nor should anything be received from any party, if it could reasonably be perceived as an attempt to gain an unfair business advantage or if it could adversely affect the Company's reputation.

##### **a) Pre-Clearance Requirements**

Pre-clearance must be obtained from the Chief Compliance Officer of the Company. Employees who do not obtain pre-clearance when required may not be reimbursed and may be subject to disciplinary action. Keep in mind that if local laws or regulations do not permit a Government Official or Private Parties to accept a meal, entertainment, travel or gift, you are not permitted to offer or give it, regardless of value.



**b) Meals**

You must seek pre-clearance for expenses related to meals involving a Government Official or Private Parties, if the amount of the meal is expected to exceed INR 5,000 (Indian Rupees Five Thousand) per head.

**c) Business Entertainment and Travel**

Any business entertainment, including travel and lodging provided to a Government Official or Private Parties must be pre-cleared. Entertainment includes concerts, cultural events and sporting events.

**d) Gifts**

All gifts to a Government Official or Private Parties require pre-clearance, except those of nominal value such as inexpensive pens and items with the Company's logo.

**e) Charitable Contributions**

All requests for charitable contributions that might confer a benefit on, or that are proposed by, or at the request of, a Government Official/Government Entity or Private Parties must be pre-cleared.

**f) Client Spouses and Families**

Providing anything of value to a spouse or family member of a Government Official or Private Party, such as a meal, gift, entertainment, travel, or employment, may be viewed as improper. It is, therefore, discouraged and requires pre-clearance, which may only be granted in exceptional circumstances.

**g) Monitoring of Client Expenses**

All client expenses will be reviewed at least annually for reasonableness and appropriateness in light of local law, custom and practice. Any expenses viewed as excessive (>5000/-) in nature or frequency will be noted and discussed with the responsible employee and may include disciplinary action, depending on the circumstances.

**h) Receipt of Gifts and Entertainment**

You may not accept a gift or entertainment that appears intended or designed to induce you to act in a manner inconsistent with the best interests of the Company, and/or might create the appearance that you are engaging a Business Partner, as defined below, or entering into a business transaction based on factors other than the merits of the product or service offered or the quality of the professionals involved.





## **6. Business Partners Who May Act on Behalf of The Company**

A “Business Partner” is a third party who assists / will assist NFPL in obtaining or retaining business, especially if that third party will or may interact with Government Officials or Private Parties on behalf of the Company such as consultants, finders, introducing brokers, placement agents and any other business intermediaries. It also includes vendors and suppliers who provide essential goods and services to the Company and, in doing so, expose the Company to anti-corruption risk.

The Company may not use a Business Partner to do something indirectly that it may not do directly. Business Partners that present the most corruption-related risk are those who act on behalf of the Company and which will or may have interaction with Government Officials and state- controlled entities or Private Parties. Further, Contracts with Business Partners must include, as appropriate, the anti-corruption representations and warranties set forth in **Appendix A** to this Policy.

The concerned employee / official, in addition to Compliance Officer of the Company, should retain all documentation related to engagement of the Business Partner. The concerned employee/official should monitor, as appropriate, the Business Partner’s activities and compliance with the applicable anti-corruption laws, as well as review compensation and invoices to ensure reasonableness and raise any concerns with the Compliance Officer.

## **7. Transactional Due Diligence**

Employees entering into any investment, joint venture or other transaction on behalf of the Company must conduct appropriate, anti-corruption due diligence based on the nature of the transaction, a Company’s reputation, the industry, and geographic location(s) involved. Special attention must be paid to any such transaction that will result in the transfer of funds, directly or indirectly, to a Government Official or an entity owned or controlled by a Government Official or Private Parties. Whenever a Government Official or Private Parties is directly or indirectly involved in a Company transaction, employees must avoid making promises or transferring money, stock or anything else of value, without first consulting the Compliance Officer and thoroughly vetting the recipient and transaction.

## **8. Employment of Individuals Referred by Clients**

The employment by the Company to the candidates who are relatives of, or are closely connected to or referred by current or potential clients involves potential risk, both to the Company and to the individuals within the Company making such employment decisions. If not managed correctly, hiring of such candidates could expose NFPL to sanctions under anti-corruption laws.

Hiring decisions should be based on the merits of the individual candidate, vis-à-vis others being considered for the position, if applicable, and such candidate should go through the usual hiring procedures. A candidate should not be hired solely as a favor for a client in order to create, maintain or improve a business relationship.



## **9. Facilitation Payments**

"Facilitation Payments" are nominal payments made to Government Officials or Private Parties to expedite routine actions, such as activating electricity service, obtaining licenses etc. The Company prohibits these types of payments except in circumstances involving employee health and safety. You must contact the Compliance Officer of the Company prior to making any facilitation payment unless an employee's health or safety would be threatened by a delay in making the facilitation payment. Any such payments must be accurately recorded in the books and records.

## **10. Accurate Books and Records**

All Company employees must do their part to ensure that the Company's books and records accurately and fairly reflect, in reasonable detail, the Company's transactions.

## **11. Violations of This Policy or Applicable Law**

Employees must promptly report potential violations of this Policy or applicable laws or regulations to their supervisors or Compliance Officer of the Company. An employee who suspects a violation and reports it in good faith will not be subject to retaliation.

Violations of the anti-corruption laws may result in criminal, civil and regulatory penalties against the Company and individual employees and could negatively impact the Company's ability to conduct business in particular jurisdictions. Failure to comply with this Policy may also result in disciplinary action, including termination of employment.

Employees should contact the Compliance Officer of the Company if there are questions about the Policy.

## **12. Protection of Reporting Person**

- No unfair treatment will be meted out to a reporting person by virtue of his/ her having reported an event of anti-bribery or anti-corruption under this policy. The Company, as a policy, condemns any kind of discrimination, harassment, victimization, or any other unfair employment practice being adopted against the reporting person. Complete protection will, therefore, be given to reporting person against any unfair practice like retaliation, threat, or intimidation of termination / suspension of service, disciplinary action, transfer, demotion, refusal of promotion or the like including any direct or indirect use of authority to obstruct the reporting person's right to continue to perform his/her duties / functions including making further reporting of such events. The Company will take steps to minimize the difficulties which the reporting person may experience because of making the disclosure of such events. Thus, if the reporting person is required to give evidence in criminal or disciplinary proceedings, the Company will arrange for the reporting person to receive advice about the procedure, etc.

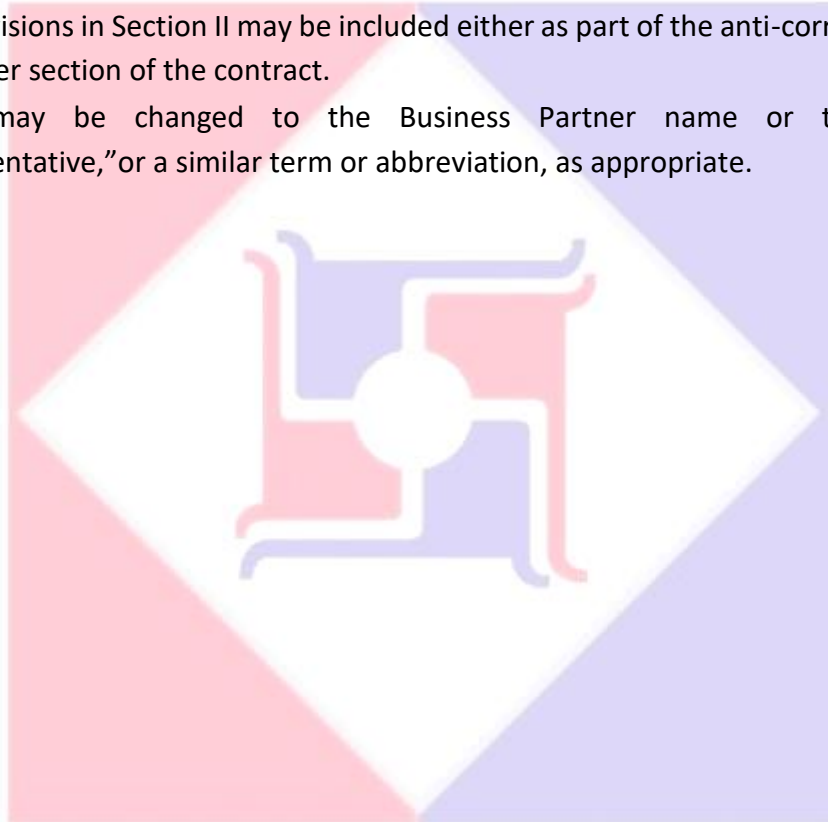




- The identity of the reporting person shall be kept confidential to the extent possible and permitted under law.
- Any other Employee assisting in the said investigation shall also be protected to the same extent as the reporting person.

### **13. Anti-Corruption Language for Business Partner Contracts**

- The provisions of Section I and II below must be included in the Business Partner contract/agreement. Any substantive changes to the language below must be approved by the Compliance Officer of the Company.
- The provisions in Section II may be included either as part of the anti-corruption section or in another section of the contract.
- “You” may be changed to the Business Partner name or to “Consultant,” “Representative,” or a similar term or abbreviation, as appropriate.





## APPENDIX A – ANTI-BRIBERY

### Selection

#### 1. You Hereby Represent, Warrant and Covenant to NFPL That:

- In the performance of this Agreement, You and Your shareholders, affiliates, officers, directors and employees, and Your agents and representatives, if any, will comply strictly with all applicable anti-corruption laws.
- Neither You nor Your shareholders, affiliates, officers, directors and employees, nor Your agents or representatives, if any, has taken nor will take any action in furtherance of an offer, payment, promise to pay, receipt, acceptance or authorization of the payment or giving or receiving of anything of value, either directly or indirectly, to or from any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage.
- Throughout the duration of this Agreement, neither you nor any of your officers, directors, employees, nor your agents or representatives, if any, is or will become a Government Official<sup>1</sup> or Private Parties and neither you nor any of your agents or representatives, is or will be owned, directly or indirectly, in whole or in part, or controlled by any government or Government Official or Private Parties.
- You shall create and maintain precise and accurate books and financial records in connection with the services performed under this agreement. Upon request, the Company shall have the right to inspect such books and financial records in connection with the services performed under this agreement. You will fully cooperate with any such inspection that may be conducted.
- You shall notify the Company immediately if at any time the foregoing representations and warranties shall not be true and correct. Upon receipt of such notification, or in the event that NFPL determines that a breach of any of the representations and warranties has occurred or is likely to occur, the Company shall have the right to unilaterally terminate this Agreement upon written notice without further payment under this Agreement; withhold payment under this Agreement until such time as it has received confirmation to its satisfaction that no breach has occurred or is likely to occur; and/or pursue any other remedies available to it
- The Company shall not be obligated under this Agreement to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of any applicable anti-corruption laws.

1 “Government Official” is broadly defined and includes (a) officials and employees of and (b) any person acting in an official capacity on behalf of:



- Governments, governmental agencies and instrumentalities, and public international organizations.
- Companies that are partially or wholly-owned or controlled by governments or governmental agencies (notwithstanding that the company may be publicly listed); and political parties, including candidates of the party.

## 2. Other Required Provisions

- **Payments.** All payments due to you under this agreement will be made by cheque or bank transfer in the place where your business is domiciled or where you perform services for NFPL. The Company will not make any payments which are owed to you under this Agreement to a third party.
- **Permitted Disclosure.** You agree that the Company may disclose the terms of this agreement, including, without limitation, your identity, services rendered and the payment terms, to any third party who, in NFPL's judgment, has a legitimate need to know, including government agencies.

