AI ASSETS HOLDING LIMITED (AIAHL)

Whistle Blower Policy/Vigil Mechanism

1. Preamble

1.1 This Whistle-Blower Policy ("Policy") has been formulated as part of good corporate governance and to provide an opportunity to employees and Directors of AI Assets Holding Limited ("Company") to report in good faith, any unethical practices, or any wrongful conduct.

1.2 As per section 177 of the Companies Act 2013, the Rules made thereunder, DPE Guidelines and Regulation 22 and Regulation 62J of SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015, the company shall have its own Whistle Blower Policy/Vigil Mechanism for the protection of employees and others who report infraction, unethical behavior, actual or suspected fraud or violation of the company's Code of Business Conduct and Ethics for Board Members and Senior Management Personnel. This mechanism provides for adequate safeguards against victimization of Director(s) and employee(s), who avail the mechanism and also provide direct access to the Chairman of the Audit Committee.

1.3 The objective of this policy is to build and strengthen a culture of transparency and trust in the organization and to provide employees & directors with a framework / procedure for responsible and secure reporting of improper activities (whistle blowing) and to protect employees wishing to raise a concern about improper activity / serious irregularities within the Company.

1.4 The policy does not absolve employees & directors from their duty of confidentiality in the course of their work. It is also not a route for taking up personal grievance.

2. Definitions

2.1 **"Company/AIAHL"** means AI Assets Holding Limited.

2.2 **"Audit Committee"** means the Audit Committee constituted by the Board of Directors of the Company in accordance with Section 177 of the Companies Act, 2013 and rules made thereunder, read with Regulation 18 of SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015.

2.3 **"Code"** means the AIAHL Code of Conduct for Board Members and Senior Management Personnel.

2.4 **"Competent Authority"** means the Chairman and Managing Director of the Company or the officer entrusted with discharging the functions of the Chairman and Managing Director and will include any person(s) to whom he may delegate any of his powers as the Competent Authority under this policy from time to time.

2.5 **"Nodal Officer"** means the Chief of Personnel and Administration.

2.6 **"Employee"** means every employee in the employment of the Company including the functional Directors of the Company.

2.7 **"Improper Activity"** means any activity by an employee of the Company that is undertaken in performance of his or her official duty, whether or not that act is within the scope of his or her employment, and that is in violation of any law or the rules of conduct applicable to the employee, including but not limited to abuse of authority, breach of contract, manipulation of company data, pilferage of confidential / proprietary information, criminal offence, corruption, bribery, theft, conversion or misuse of the Company's property, fraudulent claim, fraud or willful omission to perform the duty, or that is economically wasteful or involving gross misconduct, incompetence or gross inefficiency and any other unethical biased favoured or imprudent act.

Activities which have no nexus to the working of the Company and are purely of personal nature are specifically excluded from the definition of Improper Activity.

2.8 **"Investigator(s)"** means that person(s) authorized, appointed, consulted or approached by the Chairman & Managing Director / Competent Authority in connection with conducting investigation into a protected disclosure and may include the Chief Vigilance Officer, Employees and Auditors of the Company/professionals retained/agencies to investigate a protected disclosure .

2.9 **"Protected Disclosure or complaint"** means any communication made in good faith that discloses or demonstrates information that may evidence unethical or "Improper Activity", which would be factual and not speculative and should contain as much specific information as possible so that the nature and extent of the concern be assessed appropriately. No personal grievance shall be covered under Protected Disclosure or Complaint under this policy.

2.10 **"Subject"** means a person or group of persons against or in relation to whom a Protected Disclosure has been made or evidence gathered during the course of an investigation.

2.11 **"Whistle Blower"** means a Director or Employee (fixed term employee, outsourced/third party personnel) or any other stakeholder associated with the Company who makes a Protected Disclosure under this policy and also referred in this policy as a Whistle Blower or Complainant.

3. Scope

3.1 The Whistle Blower's role is that of a reporting party with reliable information. They are not required or expected to act as investigators or detectors of facts, nor they would determine the appropriate corrective or remedial action that may be warranted in a given case.

3.2 Whistle Blowers should not act on their own in conducting any investigative activities, nor do they have a right to participate in any investigative activities other than as authorized by the Competent Authority, the Chairman of Audit Committee or the Investigators.

3.3 Protected Disclosure will be appropriately dealt with by the Competent Authority or the Chairman of Audit Committee, as the case may be.

4. Eligibility:

4.1 All Directors and Employees (fixed term employee, outsourced/third party personnel) and other stakeholders associated with the Company are eligible to make Protected Disclosures under the policy.

5. Guiding Principles:

5.1 Protected disclosures are acted upon in a time bound manner.

5.2 Complete confidentiality of the Whistle Blower is maintained.

5.3 The Whistle Blower and / or the person(s) processing the Protected Disclosure are not subjected to victimization.

5.4 Evidence of the Protected Disclosure is not concealed and appropriate action including disciplinary action is taken in case of attempts to conceal or destroy evidence.

5.5 Subject of the Protected Disclosure i.e person against or in relation to whom a protected disclosure has been made, is provided an opportunity of being heard.

6. Disqualifications:

6.1 Genuine Whistle Blowers will be accorded protection from any kind of unfair treatment / victimization. However, any abuse of this protection will warrant disciplinary action.

6.2 Whistle Blowers, who make any Protected Disclosures, which have been subsequently found to be motivated or malafide or malicious or frivolous, baseless or reported otherwise than in good faith, will be liable for disciplinary action as per the applicable clauses of the Fixed Term Employment Agreement.

6.3 Whistle Blowers, who make three Protected Disclosures, which have been subsequently found to be malafied, frivolous, baseless, malicious or reported otherwise than in good faith, will be disqualified from reporting further Protected Disclosure under this policy.

6.4 The Company reserves the right not to investigate following Protected Disclosures:

6.4.1 Protected Disclosures pertaining to personal grievances

6.4.2 Protected Disclosures pertaining to sexual harassment

6.4.3 Protected Disclosure pertaining to HR related issues viz. salary, performance, Appraisal, promotion, transfer etc.

6.4.4 Protected Disclosure without following mandatory information:

(i) Name, designation, and location of the incident

(ii) Detailed description of the incident

(iii) Location and time/duration of the incident

(iv) Specific evidence or source of evidences

7. Procedures - Essentials and handling of Protected Disclosure:

7.1 All Protected Disclosures should be addressed only to the Nodal Officer at the following address–

The Chief of Personnel and Administration
AI Assets Holding Limited
2nd Floor, AI Administration Building
Safdarjung Airport,
New Delhi-110003

7.2 All Protected Disclosures should be reported in writing by the Whistle Blower as soon as possible, not later than 30 days after the Whistle Blower becomes aware of the same and should either be typed or written in a legible handwriting in English or Hindi or local language as applicable.

7.3 The Protected Disclosure should be submitted under a covering letter signed by the Whistle Blower in a closed and secured envelope and should be super-scribed as **“Protected Disclosure under the Whistle Blower policy”** or sent through email to **chief.pa@aiahl.in** with the caption/ subject as “Protected Disclosure under the Whistle Blower policy”.

7.4 The Nodal Officer shall refer the protected disclosures to the Competent Authority or the Chairman of Audit Committee, duly concealing the identity of the whistle blower, who in turn will refer the complaint to the investigators for investigation after confirming the genuineness of the disclosure/ complaint. If a complaint is not super-scribed or not closed and secured as mentioned above, it will be dealt with as if a normal disclosure and the same would not deserve the privileges otherwise available for Protected Disclosures under this Policy.

7.5 If the Whistle Blower believes that there is a conflict of interest between the whistle blower and the Competent Authority, he may send his protected disclosure directly to the Chairman, Audit Committee of the Board of the Company C/o the Company Secretary.

7.6 To protect the identity of the complainant, acknowledgement will not be issued to the Whistle Blowers.

7.7 Anonymous/Pseudonymous complaint shall not be entertained.

7.8 The Whistle Blower should give his name, address, contact number(s) and e-mail address in the beginning or at the end of complaint or in an attached letter so that the same can be concealed, while processing further. The identity of a Subject and the Whistle Blower will be kept confidential to the extent possible given the legitimate needs of law and the investigation.

7.9 Complaint concerning Nodal Officer shall be addressed to the Competent Authority.

8. NODAL OFFICER

8.1 Nodal Officer shall be responsible to receive the Complaint from the Whistle Blowers and make necessary entry in the Register and then submit the same to the Competent Authority or, as the case may be, the Chairman of Audit Committee for necessary actions in terms of this Policy.

8.2 Further, the Nodal Officer shall convey the decisions/ directions of the Competent Authority or, as the case may be, the Chairman of Audit Committee, to all the person(s) concerned with the Protected Disclosures, including the Whistle Blower, Investigator(s) and Subject.

8.3 In addition, the Nodal Officer shall place necessary agenda item before the Audit Committee of the Board as duly approved by Competent Authority.

9. Investigation

9.1 The Competent Authority or the Chairman of Audit Committee, (through Nodal Officer) upon receipt of the complaint shall make discreet inquiry to ascertain whether there is any basis for proceeding further to investigate the complaint. For this purpose, the Competent Authority or the Chairman of the Audit Committee may direct the Nodal Officer or any other appropriate officer to conduct a preliminary review. Based on the outcome of such preliminary review, it may decide to close the matter or order a detailed investigation.

9.2 Investigations will be commenced only after a preliminary review by the Competent Authority which establishes that;

(i) The alleged act constitutes improper or unethical activity or conduct, and
(ii) The allegation is supported by information specific enough to be investigated or in cases where the allegation is not supported by specific information, it is felt that the concerned matter deserves review.

9.3 The preliminary review shall be completed within ten (10) working days from the date of receipt of the complaint.

9.4 As a result of the discreet inquiry or otherwise, the Competent Authority or the Chairman of Audit Committee as the case may be is of the opinion that the complaint requires further investigation, it shall forward the complaint to the Investigator(s) for further investigation and report.

9.5 Technical and other resources may be drawn upon as necessary to augment the investigation. All Investigators shall be independent and unbiased both in fact and as perceived. Investigators have a duty of fairness, objectivity and professional standards.

9.6 The Competent Authority or the Chairman of Audit Committee, if deems fit, may call for further information or particulars from the complainant/ whistle blower and at their discretion, involve any other/ additional Officer of the Company and/ or Committee and/ or an outside agency for the purpose of investigation.

9.7 Subject will normally be informed of the allegations at the outset of a formal investigation and have opportunities for providing his/ her inputs during the investigation.

9.8 Subject shall have a duty to co-operate with the Investigators during investigation to the extent that such co-operation will not compromise self-incrimination protections available under the applicable laws.

9.9 Subject shall have the right to consult with a person or persons of his choice, other than the Investigators and/ Competent Authority/ Chairman of Audit Committee/ Whistle Blower concerned. Subject may engage counsel at his/her own cost to represent him/ her in the investigation proceedings.

9.10 Subject shall not interfere with the investigation in whatsoever manner. Evidence shall not be withheld, destroyed or tampered with, and witnesses shall not be influenced, coached, threatened or intimidated by the Subject.

9.11 Unless there are compelling reasons not to do so, Subject shall be given an opportunity to respond to material findings contained in an investigation report. No allegation of wrongdoing against a Subject shall be considered as maintainable unless there is reasonable evidence in support of the allegation.

9.12 Subject shall have a right to be informed of the outcome of the investigation. If allegations are not sustained, the Subject should be consulted as to whether public disclosure of the investigation results would not be in the best interest of the Subject.

9.13 The investigation by itself would not tantamount to an accusation and is to be treated as a neutral fact finding process.

9.14 The investigation shall normally be completed within 120 days of the receipt of the Protected Disclosure and is extendable by such period as the Audit Committee deems fit.

9.15 Any member of the Board or other officer having any conflict of interest with the matter shall disclose his/ her concern/ interest forthwith and shall not deal with the matter.

10. Role of Investigators:

10.1 Investigators are required to conduct a process towards fact- finding and analysis. Investigators shall derive their authority from Audit Committee / Competent Authority when acting within the course and scope of their investigation.

10.2 All Investigators shall perform their role in an independent and unbiased manner. Investigators have a duty of fairness, objectivity, thoroughness, ethical behavior, and observance of professional standards.

11. Protection:

The identity of the Whistle Blower shall be kept confidential

11.1 No unfair treatment will be meted out to a Whistle Blower by virtue of his/her having reported a Protected Disclosure under this Policy.

11.2 Complete protection will be given to Whistle Blowers 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 Whistle Blower's right to continue to perform his duties / functions including making further Protected Disclosure.

11.3 If the Whistle Blower is required to give evidence in criminal or disciplinary proceedings, arrangements will be made for the Whistle Blower to receive advice about the procedure. Expenses incurred by the Whistle Blower in connection with the above, towards travel etc. will be reimbursed as per normal entitlements.

11.4 A Whistle Blower may report any violation of the above clause to the Competent Authority who shall investigate into the same and take corrective action as may be required.

11.5 Any other Employee assisting in the said investigation shall also be protected to the same extent as the Whistle Blower.

12. Action:

12.1 If the Competent Authority is of the opinion that the investigation discloses the existence of improper activity which is an offence punishable in law, the Competent Authority may direct the concerned authority to take disciplinary action under the provision of applicable clauses of the Fixed Term Employment Agreement or initiate action under applicable statutory provisions.

12.2 If the Competent Authority is of the opinion that the investigation discloses the existence of improper activity which warrants disciplinary action against the subject employee(s), the Competent Authority shall report the matter to the concerned Disciplinary Authority for appropriate disciplinary action.

12.3 If the Competent Authority is satisfied that the protected disclosure is false, motivated, or vexatious, the Competent Authority may report the matter to the concerned Disciplinary Authority for appropriate disciplinary action against the whistle blower.

12.4 The Competent Authority shall take such other remedial action as deemed fit to remedy the improper activity mentioned in the protected disclosure or to prevent the re-occurrence of such improper activity.

12.5 If the Competent Authority is of opinion that the investigation discloses that no further action on the protected disclosure is warranted, he shall so record in writing.

13. Reporting and Review:

13.1 The Competent Authority shall submit a quarterly report of the protected disclosures, received and of the investigation conducted, and of the action taken to the Audit Committee of the Board of Directors of the Company.

13.2 The Audit Committee shall have power to review any action or decision taken by the Competent Authority.

14. AMENDMENT

Amendment(s), if any required, shall be made as under:

14.1 Amendment required due to changes/ modifications on account of change in law shall be appropriately factored in the Policy with the approval of the Chairman and Managing Director and be ratified by the Board of Directors of the Company at the ensuing meeting; and

14.2 Amendment proposal not covered as per clause (14.1) above, shall be subject to approval of the Board of Directors of the Company.

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