



## **DISH INFRA SERVICES PRIVATE LIMITED CODE OF CONDUCT FOR BUSINESS PARTNERS**

### **Clause 1: Scope and objective**

- i. This Code applies to all Dish Infra Business Partners.
- ii. Dish Infra aims to form fair and ethical relationships with Business Partners, including suppliers, distributors and all other Third Parties, collectively known for the purposes of this document as "Business Partners".
- iii. This Code defines our ethical conduct expectations of our Business Partners. We are committed to treating these parties fairly and ethically, as set out in our Code of Conduct.
- iv. Acceptance and adherence to this Code (or provision of equivalent principles) is mandatory for all Business Partners.
- v. Acceptance and adherence to this Code is understood to be confirmed by the Business Partner's agreement to undertake business with Dish Infra.
- vi. Business Partners agree to conduct business as per Dish Infra's operating procedures, the terms agreed with or as directed by Dish Infra.
- vii. Business Partners shall promote and protect the interest of Dish Infra including that of Dish Infra customers.
- viii. Business Partners shall keep in strict confidence any information received from Dish Infra while participating in the affairs of Dish Infra.
- ix. Business Partners shall not damage the goodwill of Dish Infra and use assets of Dish Infra including its intellectual property or trademarks /logo strictly as directed and permitted by Dish Infra.
- x. Business Partners shall not, directly or indirectly join any competitor or commence or engage in any business which is similar to, competing or prejudicial with the business of Dish Infra during the period of association with Dish Infra.
- xi. Business Partners shall adhere to all applicable laws.

### **Clause 2: Business Partner selection process and conflicts of interest**

- xii. Dish Infra reserves the right to conduct integrity screening of Business Partners, as part of its selection process.
- xiii. Business Partners are required to declare any potential conflict of interest prior to the start of the selection process.

### **Clause 3: Anti-bribery and corruption and money laundering**

- xiv. Business Partners shall abide by all applicable anti-corruption, money laundering and competition laws.
- xv. Business Partners shall not engage in any form of bribery or corruption in order to obtain an unfair or improper advantage, whether actual or perceived.
- xvi. Business Partners shall not participate in activities which could be seen as impeding competition.

### **Clause 4: Gifts and hospitality**

Business Partners are prohibited from offering gifts or hospitality above a nominal value to Dish Infra employees, Dish Infra customers or other relevant stakeholders (such as government officials) when working on behalf of Dish Infra. Hospitality offered must be linked to business purposes, must be of an appropriate value and must not be intended (or able to be perceived as such) to influence a business decision. No gifts or hospitality may be offered during tender or contractual negotiations.

**5: Human rights**

- i. Business Partner shall deploy manpower as per the norms of Dish Infra.
- ii. Business Partners are expected to protect and promote the human rights of their employees. We expect Business Partners to be fair employers and respect labour standards and legislation prohibiting slavery and human trafficking.
- iii. Business Partners shall be solely responsible for the compliance of labour laws pertaining to deployed manpower.

**Clause 6: Health, safety and the environment**

Business Partners are required to abide by all applicable laws relating to health, safety and the environment in their work for Dish Infra. We expect them to ensure that adequate measures are put in place to protect the health and safety of their employees, and to mitigate the environmental impact of their business operations as far as possible.

**Clause 7: Audit**

- iv. Business Partners shall keep accurate, up to date and separate records in respect of conduct of business with Dish Infra in accordance with the accounting principles and standards applicable in India.
- v. Dish Infra reserves the right to confirm Business Partners adherence to the principles set out in this Code of Conduct and make available to Dish Infra any books , records, reports , returns and other information as Dish Infra may reasonable require.

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