



**Anti-Bribery and Anti-Corruption Policy: Guidelines for Rx Propellant
Private Limited, 2025**

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1. INTRODUCTION AND COMMITMENT

RxPropellant Private Limited and its Group Entities (*defined below*) (“**Company**”) are committed to conforming to the highest moral and ethical standards regarding anti-bribery and anti-corruption. It also recognises that it would suffer tangible and / or intangible losses including reputational losses, if there is an involvement in bribery or corrupt business practices by any of its Employee (*defined hereinbelow*) at any level. The Company has adopted this anti-bribery and anti-corruption policy (“**ABAC Policy**”/ “**Policy**”) specifying the duties and obligations of each Employee. This includes compliance with all applicable laws, domestic and foreign, prohibiting improper payments, gifts, or inducements of any kind to or from any person, including officials in the private or public sector, customers and suppliers. The Company is equally committed to the prevention, deterrence and detection of bribery and other corrupt business practices.

This Policy has been framed in accordance with the provisions of the Prevention of Corruption Act, 1988 and rules framed thereunder (hereinafter referred to as the ‘**Act**’) including, wherever applicable, the U.S Foreign Corrupt Practices Act (“**FCPA**”) and the UK Bribery Act (“**UKBA**”). While the ABAC Policy covers all the key aspects of the Act, for any further clarification reference shall always be made to the Act and the provisions of the Act shall prevail.

2. DEFINITIONS

All capitalised terms used in this Policy shall have the meaning ascribed to them hereunder:

- 2.1. “**Bribery**” includes the offer, promise, giving, demand or acceptance of an undue advantage as an inducement for an action which is illegal, unethical or a breach of trust. Bribes often involve payments (or promises of payments) but may also include anything of value - providing lavish/inappropriate gifts, hospitality, and entertainment, inside information, or sexual or other favours; offering employment to a relative; underwriting travel expenses; abuse of function; or other significant favours. Bribery includes advantages provided directly, and / or indirectly through an intermediary, accepting, obtaining or attempting to obtain from another person for herself / himself or for any other person any undue advantage as a motive or reward to induce a public servant or any other private individual, by corrupt or illegal means or by exercise of his/her personal influence to perform or to cause performance of a public duty improperly or dishonestly or to forbear or to cause to forbear such public duty by such public servant or by another public servant or any other private individual.
- 2.2. “**Compliance**” shall mean the compliance team of the Company having the official email address compliance@rxpropellant.com.
- 2.3. “**Employee**” shall mean any person employed at the Workplace, for any work on regular, temporary, ad-hoc or daily wage basis, either directly or through an agent, including a contractor, with or without the knowledge of the principal employer, whether for remuneration or not, or working on a voluntary basis or otherwise, whether the terms of employment are express or implied and includes a co-worker, a contract worker, probationer, trainee, apprentice or called by any other such name.

- 2.4. “**Employer**” shall mean Rx Propellant Private Limited and/or its Group Entities, as may be applicable.
- 2.5. “**Facilitation Payments**” shall mean small, unofficial payments or benefits made to public officials or other individuals to expedite or secure the performance of routine, non-discretionary governmental actions or services to which an individual or entity is legally entitled. These payments are typically made to facilitate administrative processes such as obtaining licenses, permits, customs clearance, or other government services.
- 2.6. “**Government Official**” shall mean any individual who holds or may hold a prominent public position or officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or judicial or quasi-judicial bodies including courts or tribunals, or any person acting in an official capacity for or on behalf of any such government or department, agency or instrumentality, or for or on behalf of any such public international organization and may include a family member, friend or relative of such an official, and any nominee of any Government Official.

This definition also includes:

- a. A member of a royal family who has official governmental responsibilities;
 - b. An administrator or supervisor in an intelligence agency or government department;
 - c. An official or executive of a state-controlled business enterprise;
 - d. An official of a public multilateral organization (e.g., World bank, United Nations etc.,)
- 2.7. “**Group Entities**” shall mean and include all subsidiaries, affiliates, associates, and any other entities in which Rx Propellant Private Limited holds a controlling interest, whether directly or indirectly. This includes, but is not limited to, GV Discovery Centers Private Limited, and Crescentia Labs Private Limited, and such other companies as may be established, incorporated, acquired or otherwise may become subject to controlling interest by Rx Propellant Private Limited whether directly or indirectly.
- 2.8. “**ICC**” or “**Committee**” shall mean the internal complaints committee formed by the Company pursuant to this Policy.
- 2.9. “**Stake holders**” shall mean directors of the Company, full time and part time employees, trainees, seconded staff, interns, sales representatives, distributors, dealers, co-partners, co-ordinators, consultants, agents, Third Parties or any other person associated with the Company.
- 2.10. “**Third Party(ies)**” shall mean and include any individual or entity that interacts with public officials, private entities, or other stakeholders on behalf of the organisation. This may include agents, consultants, contractors, subcontractors, distributors, suppliers, joint venture partners, brokers, or any other external party engaged to act in any capacity for or on behalf of the organisation.
- 2.11. “**Undue Advantage**” shall mean gratification of any nature whatsoever, other than legitimate remuneration or compensation, where the word ‘gratification’ is not limited to pecuniary gratifications or to gratifications estimable in money;

2.12. “**Workplace**” shall mean the place of work i.e., the corporate office, registered office, branch offices (if any), development sites. It shall also include any place where the Employee visits in connection with his/ her work, during the course of and/ or arising out of employment, contract, engagement with the Company, including on any journey and mode of transportation provided for undertaking such a journey. Workplace shall mean to include, but shall not be limited to, the following:

- a. All offices or premises where the Company’s business is conducted.
- b. All company-related activities performed at any other site away from the Company’s office premises.
- c. Any social, business or other functions where the conduct or comments may have an adverse impact on the Workplace or Workplace relations.
- d. Any business travels by the Employee(s).

3. APPLICABILITY

This ABAC Policy is applicable to every person employed or engaged with the Company, in any capacity, for any work on regular, temporary, ad-hoc or daily wage basis, either directly or through an agent, including but not limited to:

- a. All Employees and other representatives of the Company;
- b. All Third Parties associated with or involved in the activities of the Company;
- c. All consultants, contractors, contract workers, probationer, intern, trainee, apprentice or called by any other such name, working at the Company’s Workplace.

4. CUSTODIAN

The original copy of the Policy shall be handed over to the designated company secretary. Any modifications to this Policy shall be produced to the designated company secretary after approval from the ICC.

5. OBLIGATIONS OF THE EMPLOYEE

5.1. The Employee is familiar with all applicable domestic and international anti-bribery and anti-corruption laws, including but not limited to the Act, FCPA and UKBA, and other relevant laws including those that prohibit him/her from taking corrupt actions in furtherance of an offer, payment, promise to pay or authorization of the payment of anything of value to government officials, private parties, individuals, or any Third Parties. The Employee shall ensure compliance with all applicable domestic and international anti-bribery and anti-corruption laws in the performance of their duties.

5.2. The Employee shall not:

- a. offer, promise or give any financial or any other advantage to any person (both government or non-government) to induce any Third Party to perform or not perform a relevant function or to reward that person for the improper performance of such a function or activity;

- b. make Facilitation Payments (which shall include, but not be limited to obtaining non-discretionary permits, licenses or other official documents, expediting lawful customs clearances, obtaining the issuance of entry or exit visas, providing police protection, where such actions are, directly or indirectly, connected to the award of new business or the continuation of existing business) to any Third Party(ies) associated with or involved in the activities of the Company and/or make provisions, set money aside or create accounts for the purpose of Facilitation Payments;
- c. offer, promise or grant any benefit e.g. bribes, payments in kind or kick-backs, directly or indirectly, to a Government Official or any person associated with the Company in return for obtaining unfair favourable treatment vis-à-vis competitors in the provision of commercial services, or demanded, allowed himself/herself to be promised or accepted such benefit for himself/herself or a Third Party for this purpose;
- d. offer, promise or grant any benefit to a Government Official, or a Third Party, in return for the fact that he/she performed or will perform in future such an official act;
- e. request, demand and/or agree to receive or accept an advantage of any nature whatsoever to perform improperly a relevant function or activity of/for the Company;
- f. contest in elections on behalf of political party or propagate on behalf of political party;
- g. make any political donations/contributions from the funds, properties or other resources of the Company except political contributions approved by the Board of Directors of the Company in accordance with the code of conduct of the Company and in compliance with applicable laws.
- h. use the funds, properties or other resources of the Company for any illegal purpose which could expose the Employee and/or the Company to the risk of a penalty or fine being imposed or which could lead to a responsibility of, or loss for, the Company or its shareholders;
- i. receive or enjoy any bribes, payments in kind or kick-backs, unjust gratification directly or indirectly for the purpose of assigning, awarding, issuing work orders, engagements, service contracts and / or any other commercial arrangements of any nature whatsoever to any vendor or service provider.
- j. make any promise or commitment that the Company does not intend or would not be able to honour.

nor, so far as the Employee is aware, has there been any threat that such action or event, as described above in this section 5.2, has occurred.

- 5.3. The Employees shall not make charitable donations on behalf of the Company. Any such contributions for humanitarian needs, emergency situations, disaster relief or other charitable causes must be processed through the Company's designated payment approval process. All charitable donations must comply with the Company's corporate social responsibility (CSR) policy and require prior written approval from the Board of Directors of the Company. The Company may request any information it deems necessary to evaluate proposed contributions and retains the right to reject any proposals that does not meet the requirements under applicable policies. Employees must exercise diligence and caution while proposing donations to ensure that contributions are made to legitimate recipients and without any demand, expectation, or intent that could be construed as an inducement. All charitable contributions by the Company must be made in good faith and in compliance with the code of conduct of the Company, this ABAC Policy and all other relevant policies and procedures, as updated, amended or revised from time to time.
- 5.4. The Employee shall not engage, by themselves directly or by authorizing any person to, in any offering, giving, making, receiving, or soliciting, any money, gifts, gratifications, payments or any other thing of value to or from any person to confer any benefit in violation of the anti-bribery and anti-corruption laws.
- 5.5. The Employee has not been alleged to be in violation of or has any liability (of any nature whatsoever) under, the Act.
- 5.6. All Employees of the Company shall ensure that their behaviour is not contrary to this Policy. This Policy is deemed to be a part of the terms of employment of every Employee of the Company.
- 5.7. All Employees are obligated to intimate the ICC, or any member identified in section 7.3, if the reporting Employee has knowledge or is aware of anyone who intends to/or is already in the process of being corrupt.
- 5.8. The Employees shall ensure that the Third Parties with whom the Company enters into any contract with shall sign an ABAC declaration to cover the following:

***Anti-Bribery and Anti-Corruption:** The [Vendor/Service Provider] shall comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the Prevention of Corruption Act, 1988, Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, and any other relevant domestic or international laws. The [Vendor/Service Provider] shall not, directly or indirectly, offer, give, solicit, or receive any bribe, kickback, or improper payment or benefit in connection with this Agreement. the [Vendor/Service Provider] shall implement and maintain effective internal controls and procedures to prevent and detect any such activities and shall promptly report any suspected or actual incidents of bribery or corruption to the Company. In the event of non-compliance, the Company reserves the right to terminate this Agreement immediately without liability, and the [Vendor/Service Provider] agrees to indemnify and hold the Company harmless against any resulting claims, damages, or liabilities.*

The above declaration shall not be open for revision or re-drafting except with a prior approval of the IC.

6. GOVERNMENT INTERACTIONS

- 6.1. Employees engaging with government authorities must conduct themselves with integrity, professionalism, and in strict compliance with all applicable anti-bribery and anti-corruption laws, including the Act, FCPA, and UKBA.
- 6.2. All interactions with government officials must be documented and reported to the employee's reporting manager within 7 working days. The report must include:
 - a. details of the government official(s) such as his/her name, designation, department, and contact information.
 - b. date, time, and location of the interaction.
 - c. purpose of the discussion, including key topics covered and relevant background.
 - d. any commitments, decisions, or follow-ups resulting from the interaction.
 - e. copies of any documents, communications, or approvals exchanged.
- 6.3. Employees must not offer, promise, or authorize any payments, gifts, or benefits—directly or indirectly—to government officials in exchange for any undue advantage. Any concerns regarding improper requests or potential violations must be escalated to the Legal or Compliance team immediately.
- 6.4. The reporting manager shall escalate any interaction where a commitment has been made in violation of this ABAC Policy to the ICC and/or the Board of Directors of the Company, as appropriate, for further review and necessary action.

7. COMPLAINT PROCESS

To receive and effectively deal with complaints pertaining to the complaints of bribery and/or corruption, an 'Internal Complaints Committee' is constituted (hereinafter referred to as the 'ICC').

- 7.1. The Company has formed the ICC for redressal of and for ensuring time bound treatment and resolution of complaints received. The Company shall ensure that no complainant will suffer any adverse consequences as a result of any complaint being made unless such complaint turns out to have been made with malicious intents.
- 7.2. The ICC shall be responsible for:
 - a. Receiving complaints of bribery and/or related corrupt practice/malpractice at the Workplace;
 - b. Initiating and conducting a fair and impartial inquiry as per the established procedure;
 - c. Taking appropriate remedial measures to respond to any substantiated allegations of bribery and / or related malpractice;
 - d. Coordinating with the Employer in implementing appropriate action;
 - e. Maintaining strict confidentiality throughout the process as per established guidelines;
 - f. Preparing findings and recommendations based on the inquiries/investigation conducted;

7.3. The ICC will comprise of the following members:

S. No.	Member	Designation	Email ID	Contact
1.	Mr. Praveen Kumar	Chairman	PraveenKumar@act.is	+91 7738057683
2.	Ms. Sandhya Sama	Member	sandhya.sama@rxpropellant.com	+91 9581412302
3.	Mr. Ravindra Singh Verma	Member	ravindra.verma@rxpropellant.com	+91 8826282288
4.	Mr. Phani Ram Krishna Dulam	Member	phani.ramakrishna@rxpropellant.com	+91 8978981935

In case any Complaint is made against any of the above-mentioned members of ICC, or any member of the ICC is found to be involved in any act amounting to a breach of the ABAC Policy, such member shall immediately stand suspended from their position on the ICC and the Managing Director of the Company shall replace such suspended member and carry out the investigation in accordance with this ABAC Policy.

7.4. In case of violations of the Policy, the ICC shall take appropriate steps such as:

- a. **Conducting an Investigation**: Every investigation relating to a suspected violation of this Policy shall be investigated by the ICC. The objective of such an investigation would be to determine the facts, through interviews with concerned participants and/or review of documents. The ICC may make a written demand for information, records etc. that is reasonably related to the alleged offence, including, without limitation: (i) copies or access to all records relating to the alleged offence (whether physical or electronic, such as telephone records, internet service records and/or other records stored on computer hard drives or other information storage equipment); and/or (ii) a written statement made by the Employee accused of bribery and/or corruption, if any, setting out in detail all of the facts and circumstances of which the Employee is aware with respect to the alleged offence. Each Employee accused of bribery and/or corruption shall co-operate with the investigation team and promptly respond to all requests for information. It is clarified that the report prepared by the ICC, shall be kept confidential and shall be shared only with such persons who have a “need to know” under applicable law or Company policies, e.g. a copy of the report may be shared with the designated director.
- b. **Corrective Action**: If necessary, corrective actions shall be prescribed or suggested to appropriate members and / or officers of the administration, for implementation.

7.5. **Penalties:** The ICC shall have the discretion to recommend appropriate disciplinary action, including imposing penalty equivalent to the amount or value of the undue advantage paid or received by the Employee, suspension and/or termination of service of such defaulting Employee. The Company shall be entitled to recover such amounts imposed as penalties by the ICC and/or adjust the full and final settlement to the extent of the penalty amount. The certificate of conduct or any other relieving document issued by the Company to the Employee post termination of the employment shall capture the outcome of the investigation carried out by the ICC. The ICC shall also recommend if the violation is potentially criminal in nature and should be notified to the concerned authorities. In the event of criminal or regulatory proceedings, the defaulting Employee shall co-operate with relevant authorities.

Depending on the nature and scale of default by the defaulting Employee, the ICC may also recommend to the Board of Directors of the Company to commence civil and/or criminal proceedings against such an Employee in order to enforce remedies available to the Company under applicable laws. Punishments for violating the law are against a defaulting Employee as an individual and may include imprisonment, probation, and significant monetary fines which will not be paid by the Company. The punishment under the Act includes imprisonment for a term of 3 (Three) years which may be extended up to 7 (Seven) years, along with a fine. In certain cases of habitual offenders' imprisonment could be as high as 10 (Ten) years. There is no limit on the maximum fine payable.

8. CONFIDENTIALITY

Confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Publication, communication or giving information to public and media of contents of the complaint, identity and addresses of the respondent and witnesses, information related to conciliation or enquiry proceedings, recommendations by the ICC, and action taken by the Company is treated as confidential and thereof as a consequence prohibited.

However, in order to disseminate information regarding the justice done under this Policy, the Company (under this ABAC Policy) can publish data without disclosing name, address, identity, or any other particulars leading to identification of the persons involved.

The Company, apart from other disciplinary actions shall also be entitled to recover a sum of INR 50,000/- (Indian Rupees Fifty Thousand) as penalty and/or the actual and/or consequential losses and damages incurred by the Company, whichever is higher, from any Employee of the Company who violates the confidentiality obligation under this Policy.

9. ACCESS TO REPORTS AND DOCUMENTS:

All records of complaints, including contents of meetings, results of investigations and other relevant material will be kept confidential by the Company except where disclosure is required under legal proceedings.

10. PROTECTION TO COMPLAINANT

The Company will ensure that no Employee who brings forward a concern relating to Bribery is subject to any form of reprisal.

However, anyone who abuses the procedure (for example, by maliciously making an allegation knowing it to be untrue and filing a frivolous complaint) will be subject to strict disciplinary action.

11. DISSEMINATION OF THE POLICY

A copy of this ABAC Policy shall be given to all Employees and to all new recruits and they shall sign a statement acknowledging that they have received, read, understood, and will abide by this Policy. This Policy shall form part of the employee handbook and internal policies of the Company.

12. POLICY APPROVAL AND AMENDMENT

Effective Date	Version	Approved by Board of Directors	Comments
22.01.2024	1.0	Approved by the Board of Directors	In the Board Meeting held on 22.01.2024
24.11.2025	2.0	Yes	In the Board Meeting held on 24.11.2025

ACKNOWLEDGEMENT AND AGREEMENT

I have received a copy of the Anti-Bribery and Anti-Corruption Policy as adopted by the Company on _____ . I hereby acknowledge and understand the terms of the Policy. I confirm that from _____ ('Employee Joining Date') my conduct has been in compliance with the terms of the Policy and will continue to be so in the future. Additionally, I confirm that I have not been convicted of any malpractice under the Prevention of Corruption Act, 1988 or any amendment thereof.

Employee Name:

Employee Signature

Date: