



***Vigil Mechanism / Whistle Blower Policy***

***Of***

***Air India SATS Airport Services Private Limited (AISATS)***

## **1. PREAMBLE**

1.1 As per the provision of Section 177 of Companies Act, 2013 read with Rule 7 of the Companies, (Meetings of Board and its Powers) Rules, 2014, every company having borrowed money from banks in excess of Rs. 50 Crores shall establish a vigil mechanism for their directors and employees to report their genuine concerns and grievances in such manner as may be prescribed.

1.2 The Company has adopted a Code of Conduct for Directors and Senior Management Personnel (“the Code”), which lays down the principles and standards that should govern the actions of the Directors and Senior Management Personnel.

1.3 Any actual or potential violation of the Code, howsoever insignificant or perceived as such, is a matter of serious concern for the Company. Such a vigil mechanism shall provide for adequate safeguards against victimization of persons who use such mechanism and also make provision for direct access to the Designated Director.

## **2. POLICY**

2.1 In compliance of the above requirements, AISATS has established a Vigil (Whistle Blower) Mechanism and formulated a Policy in order to provide a framework for responsible and secure whistle blowing/vigil mechanism. Any future amendments to the said Act / rules will necessitate amendment of this policy to be in *tandem* with the prevailing statute.

## **3. POLICY OBJECTIVES**

3.1 The Vigil (Whistle Blower) Mechanism aims to provide a channel to the Directors and employees to report genuine concerns about unethical behaviour, actual or suspected fraud or violation of the Codes of Conduct or policy.

3.2 The Company is committed to adhere to the highest standards of ethical, moral and legal conduct of business operations and in order to maintain these standards, the Company encourages its employees who have genuine concerns about suspected misconduct to come forward and express these concerns without fear of punishment or unfair treatment.

3.3. The mechanism provides for adequate safeguards against victimization of Directors and employees to avail of the mechanism and also provide for direct access to the Designated Director (appointed by Board of Directors).

3.4 This neither releases employees from their duty of confidentiality in the course of their work nor can it be used as a route for raising malicious or unfounded allegations about a personal situation.

#### **4. DEFINITIONS**

**4.1 “Alleged wrongful conduct”** shall mean violation of law, Infringement of Company’s rules, misappropriation of monies, actual or suspected fraud, substantial and specific danger to public health and safety or abuse of authority”.

**4.2 “Board”** means the Board of Directors of the Company.

**4.3 “Company”** means the Air India SATS Airport Services Pvt Ltd.

**4.4. “Employee”** means every employee of the Company

**4.5 “Designated Director/officer”;** A Director of the Company appointed by Board of Directors’ of the Company as per companies Act.

**4.6 “Protected Disclosure”** means a written communication of a concern made in good faith, which discloses or demonstrates information that may evidence an unethical or improper activity under the title “SCOPE OF THE POLICY” with respect to the Company. It should be factual and not speculative and should contain as much specific information as possible to allow for proper assessment of the nature and extent of the concern.

**4.7 “Subject”** means a person or group of persons against or in relation to whom a Protected Disclosure is made or evidence gathered during the course of an investigation.

**4.8 “Whistle Blower”** is a Director or employee who makes a Protected Disclosure under this Policy and also referred in this policy as complainant.

## **5. SCOPE OF THE POLICY**

The following activities, events may be brought to the notice of the designated Director.

- a) Breach of the Company's Code of Conduct
- b) Breach of Business Integrity and Ethics
- c) Breach of terms and conditions of employment and rules thereof
- d) Intentional Financial irregularities, including fraud, or suspected fraud
- e) Deliberate violation of laws/regulations
- f) Pilfering of confidential/proprietary information
- g) Manipulation of company data/records
- h) Gross or wilful negligence causing substantial and specific danger to health, safety and environment.
- i) Gross Wastage/misappropriation of Company funds/assets
- j) Abuse of the power or the authority given
- k) Any activity, malpractice or wrongdoing which may be harmful for the persons working in or for the Company or for the Company's image

The Policy does not cover the followings:-

- a) Frivolous and bogus complaints
- b) Business and financial decisions taken by the Company that do not involve wrong doing or illegality
- c) Any matter already addressed pursuant to disciplinary or other procedures of the Company
- d) Career or employment related
- e) Other personal grievances

## **6. ELIGIBILITY**

6.1 All Directors and Employees of the Company are eligible to make Protected Disclosures under the Policy in relation to matters concerning the Company.

## **7. PROCEDURE**

7.1 All Protected Disclosures should be in writing by the Whistle Blower not later than 7 calendar days after the Whistle Blower makes a claim on the alleged wrongful conduct. Protected Disclosures should be written in a legible handwriting in English.

7.2 The Protected Disclosure should be submitted under a covering letter signed by the Whistle Blower with Employee ID number and contact details in a sealed and secured envelope and with the wordings “**Protected disclosure under the Whistle Blower policy**” in bold on the front and back of the envelope. If the specific wordings and envelope are not followed as mentioned, the protected disclosure will be dealt with as if a normal disclosure is received by the company.

7.3 All Protected Disclosures should be addressed to the Designated Director. The contact details are as under:-

**Kind Attn:** Mr Willy Ko

**Type of Disclosure:**

**Address:** Corporate Office, Mumbai

7.4 In order to protect the identity of the Whistle Blower, the Designated Director will not issue any acknowledgement to the Whistle Blower and the Whistle Blower must not enter into any further correspondence with the Designated Director. The Designated Director assures that in case any further clarification is required he will get in touch with the Whistle Blower.

7.5 Anonymous / Pseudonymous disclosure shall not be entertained by the Designated Director.

7.6 On receipt of the protected disclosure the Designated Director shall detach the covering letter bearing the identity of the Whistle Blower and process only the Protected Disclosure. Any information, other than the identity of the Whistle Blower and contact details, on the covering letter will be not be admitted as part of Protected Disclosure.

7.7 The Designated Director, if deems fit may call for further information or particulars from the Whistle Blower.

## **8. INVESTIGATION**

8.1 All Protected Disclosures under this policy will be recorded and thoroughly investigated.

8.2 Designated Director will carry out an investigation either himself/herself or by involving any other Officer of the Company / Committee constituted for the same / an outside agency before referring the matter to the Designated Director of the Company.

8.3 The Designated Director, if deems fit, may call for further information or particulars from the Whistle Blower and at his/her discretion, consider involving any other / additional Officer of the Company and/or Committee and/or an outside agency for the purpose of investigation.

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

8.5 The investigation shall be completed normally within 90 working days of the receipt of the protected disclosure and is extendable by such period as the Designated Director deems fit.

8.6 Any member of the Designated Director having any conflict of interest with the matter shall disclose his / her concern / interest forthwith and shall not deal with the matter. In such instance, the Board of Directors shall appoint another Director or Employee to act as the Designated Director for that specific Protected Disclosure only. The original Designated Director can process other Protected Disclosures which he / she does not have any conflict of interest.

## **9. PROTECTION**

9.1 No unfair treatment will be meted out to a Whistle Blower by virtue of his / her having reported a Protected Disclosure under this Policy. The Company, as a policy, condemns any kind of discrimination, harassment, victimization or any other unfair employment practice being adopted against Whistle Blowers. Complete protection will, therefore, 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 / her duties / functions including making further Protected Disclosure.

9.2 Unfair treatment protection shall not apply if the Whistle Blower has intentionally behaved or acted in inappropriate manners at work or failed to perform the work as required by his / her position in the company. In such situation, the Whistle Blower is subjected to the investigation and, if established, will be dealt with in accordance to the existing company's disciplinary policy.

9.3 The Company will take steps to minimize difficulties, which the Whistle Blower may experience as a result of making the Protected Disclosure. Therefore, if the Whistle Blower is required to give evidence in criminal or disciplinary proceedings, the Company will arrange for the Whistle Blower to receive advice about the procedure, etc.

9.4 A Whistle Blower may report any violation of the above clause to the Designated Director, who shall investigate into the same and recommend suitable action to the senior management.

9.5 The identity of the Whistle Blower shall be kept confidential to the extent possible and permitted under law. Whistle Blowers are cautioned that their identity may become known for reasons outside the control of the Designated Director (e.g. during investigations carried out by Investigators).

9.6 Designated Director and any other Employee or Director assisting in the said investigation shall also be protected to the same extent as the Whistle Blower.

## **10. INVESTIGATORS**

10.1 Investigators are required to conduct a process towards fact-finding and analysis. Investigators shall derive their authority and access rights from Designated Director when acting within the course and scope of their investigation.

10.2 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, thoroughness, ethical behaviour, and observance of legal and professional standards.

10.3 Investigations will be launched only after a preliminary review which establishes that:

- i. the alleged act constitutes an improper or unethical activity or conduct, and
- ii. either the allegation is supported by information specific enough to be investigated, or matters that do not meet this standard may be worthy of management review, but investigation itself should not be undertaken as an investigation of an improper or unethical activity.

## **11. DECISION AND REPORTING**

11.1. If an investigation leads to a conclusion that an improper or unethical act has been committed, the Designated Director shall recommend to the Board of Directors of the Company to take such disciplinary or corrective action as it may deem fit.

11.2 Any disciplinary or corrective action initiated against the Subject as a result of the findings of an investigation pursuant to this Policy shall adhere to the applicable personnel or staff conduct and disciplinary procedures.

11.3 A quarterly report with number of complaints received under the Policy and their outcome shall be placed before the Designated Director and the Board.

11.4 A Whistle Blower who makes false allegation of unethical & improper practices or about alleged wrongful conduct shall be subject to appropriate disciplinary action in accordance with the rules, procedures and policies of the Company. The Whistle Blower can be subjected to civil or criminal legal prosecutions brought about by the Subject for raising the false allegation. The company will not bear responsibility to protect or assist the Whistle Blower.

## **12. CONFIDENTIALITY**

12.1 The Whistle Blower, Designated Director, the Subject and anybody involved in the process shall, maintain confidentiality of all matters under this Policy, discuss only to the extent or with those persons as required under this policy for completing the process of investigations and keep the papers in safe custody.

## **13. DISQUALIFICATIONS**

13.1 While it will be ensured that genuine Whistle Blowers are accorded complete protection from any kind of unfair treatment as herein set out, any abuse of this protection will warrant disciplinary action.

13.2 Protection under this Policy would not mean protection from disciplinary action arising out of false or bogus allegations made by a Whistle Blower knowing it to be false or bogus or with a mala fide intention.



13.3 Whistle Blowers, who make any Protected Disclosures, which have been subsequently found to be mala fide, frivolous or malicious, shall be liable to be prosecuted by the company or the Subject

#### **14. ACCESS TO PUBLIC OR SOCIAL MEDIA**

14.1 The Whistle Blower must not, in any circumstances, communicate, in any form or medium, to the public, the public media or social media of the Protected Disclosure or part of it. In cases which the Whistle Blower communicate with the public or social media, this Policy will cease to apply.

#### **15. COMMUNICATION**

15.1 Directors and Employees shall be informed of the Policy by publishing on the notice board. .

15.2 As per Section 177 of the Companies Act, 2013, the details of this mechanism shall be disclosed by the Company on [www.aisats.in](http://www.aisats.in) i.e. its website and in the Board' report.

#### **16. CONFLICT OF INTEREST**

16.1 If a conflict of Interest arises due the involvement of the Designated Director, the Designated Director shall declare it to the Board immediately or as soon as practical. Thereafter, the Board shall nominate another Director as "Designated Director" to resolve that matter.

16.2 In the circumstances where a complaint is lodged against the Director/ Board and there is conflict of interest exists such that there is no further senior authority to escalate the matter, then Director/Board can approach to any statutory/lawful authority as stipulated within the laws of India.

#### **17. RETENTION OF DOCUMENTS**

17.1 All Protected disclosures in writing or documented along with the results of Investigation relating thereto, shall be retained by the Company for a period of 5 (five) years or such other period as specified by any other law in force, whichever is longer.

## **18. AMENDMENT**

18.1 The Company reserves its right to amend or modify this Policy in whole or in part, at any time without assigning any reason whatsoever. However, no such amendment or modification will be binding on the Directors and employees unless the same is not communicated in the manner described as above.