

# The Oberoi Group Code of Conduct Policy

## 1. INTRODUCTION

*Note to Employees: This Code of Conduct (the “Code”) details the Company’s expectations on professional conduct and the duties and responsibilities of Employees. This Code of conduct applies to all the employees of The Oberoi Group and its Companies (“Company”).*

(“Company” includes the holding Company, subsidiaries, affiliates and Group Companies, collectively called the “Group” or “The Oberoi Group”)

*The Code needs to be read together with the Oberoi Dharma and other policies, rules and regulations that the Company may publish from time to time. Employees are also required to read the general information on policies and procedures and are bound by and must adhere to all policies, procedures and directives of the Company. All Employees must read the Code carefully, understand the contents and sign an undertaking and declaration regarding their acceptance and adherence of the Code.*

*The Company reserves the rights to revise, modify, rescind, delete or add to the provisions of this Code at its sole discretion.*

## 2. SCOPE

2.1. The relationship between the Company and its employees is governed by their terms and conditions of employment, read together with the Company policies, applicable laws and this Code.

2.2. This Code applies to all Employees of the Company. “Employees” is defined as:

- 2.2.1. Every individual who is employed with the Company, on permanent rolls and on fixed term contracts.
- 2.2.2. Trainees (Operational trainees, OCLD and STEP trainees) and apprentices.
- 2.2.3. Retainers who are engaged with the Company either on full time or part time basis. This excludes professional retainers who are engaged in an advisory capacity.
- 2.2.4. The Executive Directors of the Company.

### 3. DUTY OF LOYALTY AND CONFIDENTIALITY<sup>1</sup>

- 3.1. Employees are required to perform their duties in good faith and honesty and act in the best interest of the Company at all times. They should be aware that they represent the Company to the public and have a duty to preserve and safeguard the Company's reputation at all times, whether at work or otherwise.
- 3.2. Employees shall comply not only with all the policies and procedures of the Company but with all applicable laws and legal requirements. These laws could be of India or of any other country where the Company has a presence or has relationships with vendors or guests of that country. Non-adherence to the applicable laws and legal requirements, will be an offence and may result in termination without notice, at the sole discretion of the Company.

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<sup>1</sup> “Confidentiality” refers to the act of protecting Company data / information / documents that are proprietary (“to which the Oberoi Group has exclusive rights”) and are meant for restricted circulation only and which if disclosed or shared can be used to undermine the Company’s competitive advantage. The Employee is expected to ensure that such information does not shared on disclosed in part or whole with people who are not authorised to access this data / information / documents. Such people can be from within or outside the Company.

- 3.3. Employees shall maintain necessary confidentiality in dealings with all parties in accordance with the Company's policies, all of which shall form an integral part of the this Code.
- 3.4. Any information related to business assets, financials, operations of the Company or the Group or any technical information, know-how and trade secrets, details of the Company and the Group, relationships with guests, marketing plans, strategies, tactics, methods, market research data, guest and employee information, and all information, policies, business procedures in relation to the Company and the Group and all employees, guests / customers, representatives and suppliers / vendors will be considered as “**Confidential Information**” including “**Sensitive Personal Information**”.<sup>2</sup>
- 3.5. Employees are expected to keep such information (“**Confidential Information**”) confidential and not disclose to third parties and to employees who are not authorised to receive this information. This needs to be followed even when they cease to be an employee of the Company. Employees must also not use any such information for personal use or personal gain.
- 3.6. The Employee can not use or make any reference to the Company's or the Group's Confidential Information or business information that is not available in the public domain (including but not limited to newspapers, magazines, newsletters, radio, television or any other such print or visual media) or in any public gathering (including but not limited to seminars, conferences, workshops etc.) without the express written prior authorisation of the Company.

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<sup>2</sup> “**Sensitive Personal Information**” is defined as personal information which consists of information relating to passwords, financial information such as bank account / credit card / debit card or other payment instrument details, physical, and mental health condition, sexual orientation, medical records and history, biometric information etc.

3.7. In the event an Employee is required by law or any regulatory authority to disclose any proprietary or Confidential Information pertaining to the Company, the Employee must without any delay inform in writing his General Manager / Functional Head / Business Unit Head about the details of the disclosure made by him or her. This obligation is applicable both during employment and after the employment ceases.

3.8. In the event that the Employee breaches his/her duty of Confidentiality, s/he shall be obliged to compensate the Company for any damage incurred and be further liable for prosecution as per Law.

#### 4. EXCLUSIVE EMPLOYMENT AND NON-COMPETE

4.1. Employees are required to devote exclusively, all their professional time and efforts towards the business of the Company without restriction.

Engagement in any long or short term, paid or unpaid secondary employment or engagement of whatever type, or any work performed for other companies, firms or individuals, is subject to the prior written approval of the Chief Executive Officer or any one delegated by him. The consent, if given, may be revoked at any time without giving any reasons, at the sole discretion of the Company.

#### 5. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

5.1. The Company provides equal employment opportunity to all qualified persons without discrimination on the basis of, gender, race, marital status, nationality, ethnic origin, sexual orientation, caste or religion in accordance with applicable local, state and national laws and regulations.

- 5.2. All matters related to employment, promotions and transfers will be based solely upon the individuals' qualifications, experience & performance in accordance with the principle of equal employment opportunity.
- 5.3. The managers involved in the recruitment, selection, promotion and training of employees have the special responsibility to ensure that their decisions are in accordance with the principle of equal employment opportunity.
- 5.4. All employees have personal responsibility, in their own capacity, for the practical application of the Company's equal opportunity policy, towards the treatment of other employees, vendors, suppliers, guests and customers.
- 5.5. Disciplinary action shall be taken against any employee who is found to have committed an act of discrimination. Discriminatory conduct and harassment whether sexual or otherwise will be treated as gross misconduct.

## 6. OFF-LINE / ONLINE MEDIA AND OTHER SOCIAL MEDIA INTERACTIONS

- 6.1. Employees who create, access or contribute to a personal 'blog' online or contribute their writing to any newspaper or other print media, and / or access social media sites (including but not limited to *Facebook, Twitter, LinkedIn, Instagram, Myspace, Youtube, Snapchat, Flickr and Wikipedia*) whether for business or personal purposes are required to adhere to the following conditions both at and outside of work (including the use of social media on personal devices).
- 6.2. Employees should not access or post content on an online blog or other social media sites for any non-work related purposes, on the Company's systems or using Company's assets.

- 6.3. Employees must not use work-related social media for personal purposes.
- 6.4. The Company reserves the right to withdraw access to a particular social media site from company provided systems at its sole discretion.
- 6.5. Employees must ensure that the content of any blog or posts on social media sites used by them in any manner, whether personal or work-related, is not illegal, obscene, vulgar, defamatory, threatening, intimidating, harassing, or a violation of the Company's policies against harassment and discrimination, infringing on copyright or intellectual property rights, invasive of privacy or otherwise objectionable or breaching any Company policy or legal requirement or could potentially damage the reputation or standing of the Company or any employee, guest, client or third party connected to or associated with the Company.
- 6.6. The Employee may not use the Company's name to endorse or promote any product or opinion. Any claims of the the Employee's personal opinion as being endorsed by the Company is strictly prohibited.
- 6.7. Only authorised senior executives are allowed to speak to the media. In case the employee wishes to publish any content regarding the Group or Company, this needs to be routed through and approved by the Head of Corporate Communications.
- 6.8. The Employees shall not make any written or oral statement(s) to any person which may impugn or degrade the character, integrity, or ethics of the Company, its affiliates, employees, partners, clients and guests, or which may reasonably be expected to damage the business, image or reputation of the Company, its affiliates, employees, partners, clients or guests.
- 6.9. The Employees shall not, from their personal social media accounts, post anything

on business matters relating to the company or Hospitality Industry while identified or identifiable as an Oberoi Group employee.

6.10. The Employees shall not, from their personal social media accounts, reveal any political affiliation or show support for any political party or entities while identified or identifiable as an Oberoi Group employee. The employee shall also not post views on politics or get involved in political, religious, or social debates on social media, or get into any kind of unseemly debates and arguments on any matters, while identified or identifiable as an employee of The Oberoi Group

6.11. The employees, though, are encouraged to share or forward marketing, promotional, and other official posts from their personal social media accounts. Employees may also share positive posts, new positive reports, articles and positive feedback that are posted by guests and others. The photos taken by self of The Oberoi/ Trident properties, restaurants and staff that show the company, product, people, and service in a positive light, may also be posted from their social media accounts. The employees should contact their manager in case of any doubt regarding the content.

6.12. Failure to comply with this policy or related policies, or bringing the Company into disrepute as a result of any blog or post on a social media site, will result in disciplinary action up to and including dismissal.

## 7. USE OF THE OBEROI AND TRIDENT BRAND AND LOGO(S):

7.1. Employees shall not, under any circumstances, use the “Oberoi” and “Trident” brands or logos for branding any personal items or for any other personal use.

7.2. Employees authorised to use the “Oberoi” and “Trident” Brands and logos for official purposes should strictly adhere to all branding requirements, source material from authorised vendors only and take other necessary approvals as may be required.

7.3. Employees are strictly restricted from wearing their uniform or Company branded clothes to any socially motivated gathering (such as a “protest”), political or religious gatherings or meetings.

## 8. PROTECTION OF INTELLECTUAL PROPERTY

8.1. Any kind of intellectual property, including but not limited to inventions, designs, software programs, formulas, standards, policies, procedures etc. that the Employee conceives, develops, or otherwise creates when working for the Company, using the Company’s systems and / or resources, alone or jointly with others during the course of the Employee’s employment with the Company, whether or not made during regular working hours or whether or not made on the Company’s premises, be it while fulfilling his/her contractual duties or not (“**Employee Contribution**”), is the property of the Company.

8.2. The Employee agrees that the exclusive ownership of all content and/or part of Employee’s Contribution shall be automatically and irrevocably transferred to the Company from the date of creation. The Employee hereby irrevocably, absolutely and perpetually assigns to the Company worldwide rights in respect of all of the right, title, and interest, including intellectual property rights, in respect of the Employee’s Contribution, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term.

8.3. All Employees must also respect the intellectual property rights (patents, copyrights, trademarks, trade secrets, as well as rights of privacy and publicity) of the Company, its affiliates' and third parties'. Employees must take precautions to protect software, information and data that are owned, licensed or managed by Company. No software, information or data may be used or distributed in a manner that infringes upon any intellectual property right or violates a license agreement or jeopardizes the



Company's trade secrets.

## 9. INFORMATION TECHNOLOGY SECURITY POLICY

The Company reserves the right at all times to monitor, access, investigate and /or decrypt employees' use of the internet, equipment, computers (including disks, drives, storage media, electronic mail, etc.) and information whether personal, either by itself or through any third party.

9.1. All Employees are expected to use good judgment when using the internet. The Company strictly prohibits:

9.1.1. Displaying, uploading, downloading, disseminating, participating in bulletin board(s) or electronic forum subject matters containing inappropriate materials or information that may be offensive to others.

9.1.2. Employees cannot use any of the Company's assets (desktop, laptop or mobile phone, tablets, etc. or any other electronic equipment or handheld device) which is either owned by the Company, or has been paid for by the Company (either at the time of being purchased or for its continuing usage), or access the Company's network, serveres etc. to produce, access, download, display or disseminate any material that is obscene, pornographic, illegal, or otherwise prohibited under law.

9.1.3. Hacking or other attempts to penetrate any system or any dishonest, defamatory, fraudulent, immoral, illegal and/or unethical activities.

9.1.4 Using Company's name or property or a Company-provided internet access to conduct business on behalf of an entity other than the Company or on behalf of any individual, including yourself; to represent yourself as someone else.

9.2. The Company strictly prohibits the use of personally owned devices such as laptop,

USB drives, external hard drive, discs, storage media etc., on the premises of the organisation and the use of personally owned devices or email ids for storing or sharing Company's data or for conducting any work on behalf of the Company. Exceptions can be made with prior written approval of Corporate IT and with all security measures taken as per the Corporate IT policy for personally owned laptops, hard drives, USB drives, iPads etc.

9.3. Employees are bound by and must adhere to all **IT policies and procedures** as may be communicated from time to time.

9.4. Misuse of Company resources and conduct in violation of Company policies will result in disciplinary action, upto and including termination.

## 10. MANAGING COMPANY RELATIONSHIPS

Employees are expected to adhere to the following principles and act in an ethical, legal, and socially responsible manner as set out below.

10.1. Relationship with Guests/ Customers: The Company's business success depends upon its ability to foster lasting guest/ customer relationships. The Company is committed to dealing with guests/ customers fairly, honestly and with integrity. Specifically, the following guidelines should be kept in mind when dealing with guests / customers:

10.2. Information provided to guests/ customers should be accurate and complete. Employees are strictly forbidden from deliberately misrepresenting information to guests / customers.

10.3. Guest/ Customer entertainment and interaction should not exceed reasonable and

customary business practices.

- 10.4. *Relationship with Suppliers/ Vendors:* The Company deals fairly and honestly with its suppliers/ vendors. This means that our relationships with suppliers/ vendors are based on price, quality, service and reputation of the supplier/ vendor.
- 10.5. Employees dealing with suppliers/ vendors should carefully guard the interests of the Company.
- 10.6. Specifically, no Employee should accept or solicit any personal benefit of value from a supplier/ vendor or potential supplier/ vendor that might compromise, or appear to compromise their objective assessment and working relationship with suppliers ‘ vendors or its products, services or prices.
- 10.7. Fees, commissions, and expenses paid to outside agents must be based upon proper billings, accurate record keeping, and should be commensurate with services rendered.
- 10.8. *Relationship with Competitors:* The Company is committed to free and open competition in the marketplace. Employees should avoid actions that could be construed as being anti-competitive, monopolistic or otherwise contrary to laws governing competitive practices in the market place, including antitrust laws designed to protect guests/customers and encourage free trade. Such actions include misappropriation and/or misuse of a competitor’s confidential information or making false statements about the competitor’s business and business practices. Employees must not induce or assist any employee or agent of a competitor to violate any duty to his employer or to violate any law.
- 10.9. *Gifts and Entertainment:* Employees may give or accept only business-related meals,

gifts, when authorized by the Company and when the value involved is not significant and clearly will not create an obligation. All employees must disclose such authorized transactions of this nature to his/ her General Manager, Corporate Function Head or to the Head of Corporate Human Resources.

10.10. Gifts on account of celebrations in the form of consumables such as Indian Sweets/ Chocolates/ Dry fruits and New Year Calendar are allowed in this code. Gifts which are memorial in nature, mementos received because of attending widely held gatherings as participant, panellist or speaker and other customary gifts which do not in any way influence business decisions, are allowed under this Code.

10.11. In case an Employee wishes to receives a gift or consideration over and above as mentioned in point No. 10.10, and which violates the provisions of this Code, this needs to be immediately disclosed to the General Manager, Corporate Function Head and shared with the Head of Corporate Human Resources before accepting the gift. The approval needs to be given in writing.

10.12. *Conflicts of Interest*<sup>3</sup>:

10.12.1. Employees must strictly avoid activities or relationships that conflict with Company's interests or adversely affect the Company's reputation. Employees must also strictly avoid all situations in which private interests or related party interests of the Employee interfere, or appear to interfere, with the interests of Company.

10.12.2. No Employee should use his or her position with the Company or

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<sup>3</sup> "Conflict of Interest" in relation to an Employee means any situation or circumstances that arises out of an act or omission on the part of an Employee resulting in the personal interest of such an Employee gaining precedence over the interests of the Company.

information acquired during employment in a manner that may create a conflict, or the appearance of a conflict, between the Employee's personal interests and those of the Company.

10.12.3. All activities conducted as an Employee of the Company should always place interests of the Company over personal gain.

10.12.4. Any affiliation with any buyer, purchasing agent, or provider of goods or services to the Company is not allowed by the Company as it may impair an Employee's capability to deal equitably with the buyers/ suppliers / vendors, to fairly and honestly service business requirements, and to discharge his or her responsibility to the Company. However, if an Employee still wishes to form an affiliation he will require the prior written approval of the Chief Executive Officer. Family members cannot be a vendor or suppliers.

10.12.5. Employees should avoid engaging in any personal relationship with a colleague, guest, vendor/ supplier, for any reason whatsoever, which may cause a Conflict of Interest situation. In case of any such personal relationship at the workplace, this needs to be disclosed to the General Manager/ Corporate Function Head/ Head of Corporate Human Resources immediately.

10.12.6. It is further clarified that any such relationship in a direct reporting structure, must be avoided. However, if the Employees still choose to be part of such a relationship, then in addition to the disclosure (as mentioned above), any one of the parties in the relationship needs to move out of the reporting structure immediately whether through a transfer or an exit as the case may be. Any exception to this shall require a written approval of the Chief Executive Officer.

- 10.12.7. Before an Employee can start dealing with a related party, family member etc., as a part of their job, they need to make a prior disclosure to the Chief Executive Officer and obtain his prior written approval. These will include but not be limited to interaction with guests / customers, consultants, service providers, co-workers, vendors etc.
- 10.12.8. If an Employee intends to take up Directorship/Partnership in any entity he needs the prior written approval of the Chief Executive Officer.
- 10.12.9. If an ex-employee wishes to be part of the organisation as a vendor, consultant, advisor, service provider then appropriate approval is required to be taken from a neutral senior executive (should not have been a direct or dotted line reporting relationship).
- 10.12.10. If an employee has any reason to believe there may be a Conflict of Interest situation whether mentioned here or otherwise, he or she should immediately disclose the matter to his or her General Manager or to the Corporate Function Head and to Head of Corporate Human Resources, who in turn needs to keep the Chief Executive Officer and the Head of Human Resources informed of the same.
- 10.13. *Solicitation of non-work related literature:* The Company prohibits solicitation or distribution of literature of any kind which is not related to official work by any Employee during the working time of the employee.
- 10.14. *Political and Charitable Contributions:* Although Employees are encouraged to be socially responsible, Employees shall not contribute the Company's funds or assets to any social, political or religious candidates, party, charity, or similar organizations, unless such contribution is expressly permitted by law and has been

pre-approved by the Head of Corporate Affairs or in consultation with the Chief Executive Officer of the Company.

10.15. *Others:*

10.15.1.1. The Company does not condone bribes, kickbacks, or any other illegal, secret, or improper payments, transfers, or receipts.

10.15.1.2. All payments and transfers of premium and other items of value to employees of other business entities, or to such entities themselves, must be disclosed and authorized in advance.

10.15.1.3. No Employee shall assist in the misuse of Company funds, including, without limitation, the misappropriation of such funds for the personal benefit of employees of the Company, or guest / customers.

## 11. SAFETY AND SECURITY

11.1. The Company values conduct that safeguards the safety, security, health and environment of all guests, employees and assets of the Company.

11.2. All employees are required to follow the safety norms in their respective activities and processes. Violation of safety rules will be viewed very seriously.

## 12. PREVENTION, PROHIBITION AND REDRESSAL OF SEXUAL HARASSMENT AT THE WORKPLACE

12.1. The Company is committed to providing a work environment that ensures every Employee is treated with dignity and respect and afforded equitable treatment; including complete compliance with the Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013 (“Act”).

12.2. This Code and the Prevention of Sexual Harassment Policy is gender

neutral and is intended to protect all employees irrespective of their gender.

12.3. The Company is also committed to promoting a work environment that is conducive to the professional growth of its employees and is committed to equality of opportunity. The Company will not tolerate any form of sexual harassment or discrimination and is committed to take all necessary steps to ensure that its employees are not subjected to any form of harassment or discrimination.

12.4. The Company has zero-tolerance for sexual harassment. In doing so, we are determined to promote a working environment in which persons of both genders complement each other as equals in an environment that encourages maximum productivity and to protect the personal dignity.

12.5. It is the responsibility of all Employees to comply with this Code. Committing any act of sexual harassment as defined in the Act and in the Company's policy shall result in strict disciplinary action.

12.6. **The Company's policy on Prevention of Sexual Harassment has been attached as Annexure II.**

## 13. WHISTLE BLOWER POLICY

13.1. The Company is committed to adhere to the highest standards of ethical, moral and legal conduct of business operations. To maintain these standards, the Company encourages its Employees who have concerns about suspected misconduct to come forward and express these concerns without fear of punishment or unfair treatment. This policy aims to provide an avenue for Employees to raise concerns of any violations of legal or regulatory requirements, incorrect or misrepresentation in any financial statements, reports etc.



13.2. The policy neither releases its Employees from their duty of confidentiality in the course of their work, nor is it a route for taking up a grievance about a personal situation. This point is not clear – what are we trying to say. It must be clear. Suggestion on copy of this point: “The Whistle blower Policy must not be used to take to address personal dislikes or grievances. Strict disciplinary action will be taken if the policy is used for such purposes.”

**13.3. The Whistleblower Policy is attached as Annexure III.**

#### 14. ACTS OF GROSS MISCONDUCT

15. **Acts of gross misconduct are listed in Annexure I.** All such acts of gross misconduct will be dealt with the utmost severity under both Company policies and to the fullest extent of any applicable law.

15.1. Non-compliance with any of the Company policies shall constitute gross misconduct in addition to the list of ‘Gross Misconduct’ listed in Annexure I.

#### 16. LIST OF ANNEXURES

1. Annexure I: Gross Misconduct
2. Annexure II: Policy on Prevention of Sexual Harassment at the Workplace
3. Annexure III: Whistle blower Policy (and includes Annexure A of the Whistle blower policy)
4. Annexure IV: Undertaking cum Declaration

**Annexure I: ACTS OF GROSS MISCONDUCT**

Gross Misconduct includes but is not limited to:

1. Theft, pilferage, fraud, embezzlement, misappropriation, falsification, misrepresentation or manipulation of the Company's data, information or reporting.
2. Unlawful or illegal acts / activity whether criminal or civil.
3. Abuse of authority / position.
4. Breach of Appointment Terms and Conditions.
5. Mental or physical abuse towards another employee.
6. Obscene behaviour, threatening, violent or abusive behaviour, and harassment including mental harassment, sexual harassment, discrimination, physical harm and assault whether in person or through any other mode such as social media.
7. Discriminatory behaviour.
8. Vandalism of Company property or assets or wastage / loss of Company funds or assets.
9. Inciting violence or causing disruption of work.
10. Any action causing an illegal or unjustifiable strike, go-slow or stoppage of work in any section of the Company's premises contravening the provisions of the Industrial Disputes Act, 1947 or any Settlement in force for the time being.
11. Collection or canvassing for any money within the premises without prior written approval of the Management.
12. Consumption / possession of alcohol or consumption/possession of controlled substances / illegal drugs on Company premises or Company provided accommodation. An employee who, in the opinion of the manager, is under the influence of alcohol or illegal drugs will be sent off the premises for the work period and subsequently dealt with under the disciplinary procedures.

The Company also reserves the right to ask for the medical evaluation of any person, thus suspected of being under the influence of drugs / alcohol.

13. Consumption of alcohol / illegal drugs during duty hours while working from home.
14. Fighting, riotous / disorderly behaviour on Company premises or in Company provided accommodations.
15. Smoking on Company premises except in designated smoking areas and at the time permitted.
16. Conviction in any court of law.
17. Gambling or engaging in any game of chance on Company premises or in Company provided accommodations.
18. Providing of false, incomplete or misleading application details or information at the recruitment stage and / or during the course of employment with the Company.
19. Bringing an unauthorized person on Company's premises.
20. Insubordination or refusal to obey lawful instruction(s).
21. Sabotage, whether actual, attempted or threatened, of company IT systems or property.
22. Interference with or falsification of company records/documentation.
23. Unauthorized use of IT systems, using someone else's password or unauthorised access of any other individual's / departments IT systems or records.
24. Gross or wilful negligence, or dereliction of duty including but not limited to sleeping on duty, leaving work unattended and leaving work area without prior approval.
25. Habitual unauthorised absenteeism and lack of punctuality including while working from home.
26. Refusal to sign any form, document etc. that are required for maintaining records.

27. Refusal to accept any letter, charge sheet etc.
28. Engaging in business, trade within the Company premises.
29. Committing acts affecting the reputation of the Company.
30. Carrying Company property outside the premises without prior written approval.
31. Forcibly entering or exiting the premises.
32. Unauthorised occupancy of the Company's accommodation, rooms, or land.
33. Failure to follow rules and regulations of the Company.

The above stated were few examples for illustrative purposes.

Any non-compliance with the policies of this Code or the Oberoi Dharma shall be deemed to be a gross misconduct.

The Company reserves its rights to initiate proceedings for gross misconduct for any acts that it deems inappropriate.

The Company also reserves the right to inform the appropriate law enforcement agencies for any act which is in violation of law and can take necessary police action or civil or criminal proceedings.

## ANNEXURE II: POLICY ON PREVENTION OF SEXUAL HARASSMENT AT THE WORKPLACE<sup>4</sup>

### 1. **BACKGROUND AND PURPOSE:**

The Company is committed to providing a workplace free of discrimination and harassment. Harassment of applicants or employees on the basis of race, religion, colour, gender, national origin, ancestry, mental or physical disability, marital status, age, sexual orientation, gender identity or expression, genetic information and sex, or any other basis protected by applicable law is unacceptable and is not tolerated by the Company.

The Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013 (“**Act**”) protects women against any form of sexual harassment at the workplace.

The purpose of this policy (“**PoSH Policy**”) is to define appropriate behaviour at the workplace and to prohibit harassment, in the letter and spirit of the Act. The PoSH Policy applies to both genders and all employees of the Company, whether permanent or temporary (whether in the office premises or outside while on assignment) and guests / customers, vendors, or other third parties with whom the Company has business dealings.

Where instances of sexual harassment occur as a result of an act by a third party or an outsider, whilst on official duty, the Company will take all necessary and reasonable steps to assist the affected person in terms of support and preventive action.

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<sup>4</sup> This PoSH policy supersedes all preceding guidelines regarding the Prevention of Sexual Harassment at the Workplace

2. **COMPANY COMMITMENT:**

The Company is committed to provide a safe and positive work environment for all employees to work with dignity. The Company has a zero-tolerance against any type of harassment to the employees working for the Company.

The Company is committed to taking all necessary steps to ensure that its employees are not subjected to any form of harassment or discrimination and this Policy is aimed at providing the same.

3. **DEFINITIONS:**

- i. “Act” means the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and the rules framed thereunder;
- ii. “Internal Committee” means the Internal Committee formulated by the Company (previously known as the “Internal Complaints Committee” or the “ICC”);
- iii. “Employee” means an employee of the Company, whether permanent or temporary;
- iv. “PoSH Policy” means this policy formulated by the Company;
- v. “Sexual Harassment” shall have the meaning as detailed Paragraph 4 below;
- vi. “Workplace” includes the premises of Company as well as any place visited by the employee arising out of or during the course of employment including transportation provided by the Company for undertaking such journey or any accommodation provided by the Company.

4. **WHAT CONSTITUTES SEXUAL HARASSMENT?**

Sexual harassment may be one or a series of incidents involving unsolicited and unwelcome sexual advances, requests for sexual favours, or any other verbal or physical conduct of sexual nature (“**Sexual Harassment**”).

Sexual Harassment includes any one or more of the following unwelcome acts or behaviour (whether directly or by implication) namely:

- (i) Physical contact and advances; or
- (ii) A demand or request for sexual favour; or
- (iii) Making sexually coloured remarks; or
- (iv) Showing pornography; or
- (v) Any other unwelcome physical, verbal or non-verbal conduct of sexual nature either in person or using online medium.

Sexual harassment can be of the following kinds (as defined under the *Vishakha Guidelines*):

- Hostile Work Environment, is defined as
  - o Conduct of a behavior that has the effect of interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment.
- Quid Pro Quo is defined as
  - o Demands for sexual favour made either explicitly or implicitly as a term or condition of a person's job, pay or career.
  - o Submission to or rejection of such conduct is then used as a basis for career or employment related decisions affecting that person.

## **5. TRAINING & AWARENESS:**

In order to impart knowledge and spread awareness regarding this PoSH Policy, the Company shall conduct regular training sessions to educate employees about the PoSH Policy and also to enable the Employees to understand their responsibilities towards the organization and its employees. Human Resources shall conduct training & awareness seminars about this Policy for all new joiners as part of their induction training programme and at regular intervals as a refresher for employees of the Company.

6. **RESPONSIBILITIES REGARDING PREVENTION OF SEXUAL HARASSMENT**

All employees of the Company have a personal responsibility to ensure that their behaviour is not contrary to the PoSH Policy. All employees must maintain a work environment free from any kind of Sexual Harassment.

7. **COMPLAINT & REDRESSAL MECHANISM**

An appropriate complaint mechanism has been put in place by the Company for time-bound redressal of any sexual harassment complaints received by the Company. Complainants can report cases of Sexual Harassment as per the procedure mentioned below.

8. **INTERNAL COMMITTEE**

- (i) The Company has constituted an Internal Committee(s) (“IC”) for redressal of complaints regarding Sexual Harassment by a complainant and for ensuring that such complaints are addressed in a timely manner. Each hotel / business unit shall have its own Internal Committee, the members (whether internal / external) of which shall be notified from time to time to all employees. The composition and contact details of the members of the Internal Committee will also be notified to all employees.
- (ii) Any person, other than a member of the Internal Committee, who receives a complaint of sexual harassment, needs to immediately raise the same with Internal Committee. Such a person should not under any circumstances try to investigate the complaint or talk to any of the involved parties himself / herself.
- (iii) In case the accused is a third party / outsider, the General Manager / Functional Head / Business Unit Head may take all necessary action to protect the victim.
- (iv) If a potential victim of Sexual Harassment shares an incident with an Employee,



but refuses to raise a formal complaint – the employee must ask the potential victim to immediately reach out to a member of the Internal Committee. The employee to whom the potential victim has spoken is also required to report any and all such conversations immediately to the Internal Committee.

- (v) All such matters will be kept strictly confidential.
- (vi) The Internal Committee shall be independent, impartial, and shall undertake investigation and hearings of all complaints. The Internal Committee shall independently handle the complaints and will submit its report and recommendations, to the competent authority / Company. Each Internal Committee will consist of a minimum of five (5) members and a maximum of seven (7) members, of which at least 50% will be women, and shall be presided over by a senior woman official of the Company. The Internal Committee will have one independent, external member as prescribed by the Act.
- (vii) In case a hotel / business unit does not have a senior level female executive, it can include an Internal Committee member of another hotel / business unit of the Company in the same location.
- (viii) The General Manager / Business Unit Head shall not be a member of the Internal Committee. However, s/he should be kept informed of all such incidents and all issues should be brought to his / her notice immediately.
- (ix) The Presiding Officer and every member of the Internal Committee shall hold office for such period, not exceeding 3 (three) years, from the date of their appointment as Internal Committee members.
- (x) The quorum for the meeting of the Internal Committee shall be a minimum of three (3) in case the Internal Committee consists of five (5) members or a minimum of four (4) in case the Internal Committee consists of seven (7) members, from which at least 50% should be women.
- (xi) The Internal Committee shall:
  - a) Investigate every complaint of sexual harassment; submit its

investigation report with recommendations, to the competent authority designated by the Company in this regard for taking appropriate action.

- b) Conduct its meeting based on the requirements of the case or/and at their own discretion and (where required) may engage any external agency, in case the matter involved is of a serious nature and there is a need for engaging some external investigating or forensic agency.
- c) Perform all procedural requirements as mentioned under the Act.
- d) Submit all final reports along with any exhibits, statements, record of evidences and recommendations, to the competent authority designated by the Company in this regard.

The Executive Vice President – Human Resources shall be kept informed of any complaint as soon as it is received and thereafter progress of the Internal Committee proceedings.

**9. PROCEDURES FOR RESOLUTION, SETTLEMENT OR PROSECUTION OF ACTS OF SEXUAL HARASSMENT:**

- (i) In case of sexual harassment, the complainant should approach the Internal Committee immediately or at the latest within three (3) months from the date of the incident or in case of series of incidents, within three (3) months from the date of last incident.
- (ii) The Internal Committee may extend the time for filing complaint, in appropriate cases, if it is satisfied that under the circumstances the complaint could not have been made earlier. The Internal Committee shall record the reasons in writing to extend the time for making the complaint.
- (iii) The complainant shall make all complaints in writing. Where the complainant is unable to make the complaint in writing, the Internal Committee or its members shall provide all reasonable assistance to the complainant to make the complaint in writing.
- (iv) The complaint may be made in a letter or an e-mail, along with supporting

documents, names and addresses of witnesses (if any). The complainant shall be required to disclose such details which will enable the Internal Committee to contact the complainant immediately and take the matter forward.

- (v) In case an act of sexual harassment has happened in the presence of an employee of the Company and the victim is unwilling to talk about or give a complaint in writing, the Company shall take a note of the incident suo moto and the witness present at the time of the incident shall be required to raise an incidence report and submit the same to Internal Committee to initiate action.
- (vi) The Internal Committee shall determine whether the allegations made in the complaint fall under the purview of Sexual Harassment. The Internal Committee shall make inquiry into the complaint in accordance with the principles of natural justice.
- (vii) The Internal Committee's investigation may include an examination of the complainant, along with any witnesses. Employees are responsible for providing truthful information and cooperating fully in connection with any the Company investigation. For the purpose of conducting the inquiry the Internal Committee shall have all such powers as provided under the Act.
- (viii) The Internal Committee shall complete the investigation within ninety (90) days of receiving the complaint.

**NOTE:** *In the event the allegation does not fall under the purview of Sexual Harassment or the allegation does not constitute an offence of Sexual Harassment, the member/s of the Internal Committee will record this finding with reasons and communicate the same to the complainant.*

*In case of a physical assault or injury or rape, the Company will support the victim in filing a police complaint or take any other measure as required by law.*

- (ix) The Internal Committee shall conduct the investigation in a timely manner and shall submit a detailed written report with its recommendations to the competent authority or Company as soon as possible after the investigation has been concluded. The Company shall ensure confidentiality and shall take

appropriate action on the recommendations of the Internal Committee and keep the complainant informed of the same.

- (x) The parties shall not be allowed to bring in any legal practitioner or any external person to represent them in their case at any stage of the proceedings before the Internal Committee.

**10. CONFIDENTIALITY & RETALIATION:**

The Company recognizes the complainant's right to maintain confidentiality in the case and shall at all times use reasonable efforts to maintain confidentiality with regard to the complaint and all proceedings in this regard.

To protect the interest of the complainant, the accused person and others who may report incidents of Sexual Harassment, confidentiality shall be maintained throughout the investigatory process.

**11. PROTECTION TO COMPLAINANT/ VICTIM:**

The Company is committed to ensure that no employee who brings forward a Sexual Harassment concern (including a written complaint) is subject to any form of retaliation. Any retaliation will be subject to disciplinary action as per the Company Policy.

The Company shall ensure that the complainant or witnesses are not victimized or discriminated against while dealing with complaints of Sexual Harassment. Any non-compliance to above guidelines shall be construed as a gross misconduct.

**12. 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 disciplinary or other remedial processes.

**13. INTERNAL REPORTING**

The Internal Committee shall submit quarterly MIS related to complaints of sexual harassment in the Company, to the Executive Vice President – Human Resources as per Company policy.

**14. CONCLUSION**

The Company reiterates its commitment to providing its Employees, a workplace free from Sexual Harassment and its commitment to creating a work environment where every employee is treated with dignity and respect. Employees are requested to read the Act as well as this PoSH Policy to understand their rights and obligations.

**I. PREFACE**

The Company has adopted “*The Oberoi Dharma*”, the fundamental code of conduct (“code”) which lays down the principles and standards that should govern the actions of the Company, directors and its employees. Any actual or potential violation of the Code, howsoever insignificant or perceived as such, would be a matter of serious concern for the Company. The role of the directors and employees in pointing out such violations of the Code cannot be undermined. Accordingly, this Whistleblower Policy (“the Policy”) has been formulated with a view to provide a mechanism to raise concerns of any violations of legal or regulatory requirements, incorrect or misrepresentation of any financial statements and reports, etc.

**II. OBJECTIVE**

The Company is committed to adhere to the highest standards of ethical, moral and legal conduct of business operations. To maintain these standards, the Company encourages its directors and employees who have concerns about suspected misconduct to come forward and express these concerns without fear of punishment or unfair treatment. This policy aims to provide an avenue for anyone to raise concerns of any violations of legal or regulatory requirements, incorrect or misrepresentation in any financial statements, reports, etc.

**III. POLICY**

The Whistleblower policy intends to cover serious concerns that could have grave impact on the operations and performance of the business of the Company.

The policy neither releases directors and employees from their duty of confidentiality in the course of their work, nor is it a route for taking up a grievance about a personal situation.

#### **IV. DEFINITIONS**

- “**Audit Committee**” means the Audit Committee constituted by the Board of Directors of the Company in accordance with the Companies Act, 2013/ Clause 49 of the listing agreement;
- “**Company**” means EIH Ltd, its subsidiaries, associates and hotels managed by EIH Ltd;
- “**Committee**” means the audit committee of the Company which shall oversee the implementation of this policy;
- “**Director**” means a director on the Board of Directors of the Company;
- “**Disciplinary Action**” means any **action that** can be taken on the completion of or during the investigation proceedings including but not limiting to a warning, imposition of fine, suspension from official duties or any such action as is deemed to be fit considering the gravity of the matter;
- “**Employee**” means every employee of the Company (whether working in India or abroad);
- “**Exceptional Circumstances or Cases**” means circumstances or cases where misappropriation of funds, fraud or financial irregularity is committed for an amount exceeding Rs 5 lacs (Rupees Five Lacs);
- “**Good Faith**” An employee shall be deemed to be communicating in “good faith” if there is a reasonable basis for communication of unethical and improper practices or any other alleged wrongful conduct. Good Faith shall be deemed lacking when the director/employee does not have personal knowledge on a factual basis for the communication or where the director/ employee knew or reasonably should have known that the communication about the unethical and improper practices or

alleged wrongful conduct is malicious, false or frivolous.

- **“Oberoi Group”** means all companies where EIH Ltd (EIH) and/or its promoter/ promoter group holds strategic/ substantial investment including its subsidiary and associate companies.
- **“Policy or This Policy”** means, “Whistleblower Policy.”
- **“Protected Disclosure”** means a concern raised by a written communication made in good faith that discloses or demonstrates information that may evidence unethical or improper activity. Protected Disclosures should be factual and not speculative in nature;
- **“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 under this Policy;
- **“Whistleblower”** is someone who makes a Protected Disclosure under this Policy;
- **“Whistle Officer”** or **“Whistle Committee”** means an officer or committee of executives who is/are nominated/ appointed to conduct detailed investigation of the disclosure received from the whistleblower and recommend disciplinary action. The whistle committee comprises of CEO of the Oberoi Group, Head of Human Resources Department of the Oberoi Group and a senior level representative of the Hotel/ Unit/ department/ office/ hotels of subsidiaries/ joint ventures/ associates) where the alleged malpractice/ fraud has occurred.

## V. **SCOPE**

Various stakeholders of the Company are eligible to make Protected Disclosures under the Policy. These stakeholders may fall into any of the following broad categories:

- Employees of the Company;
- Directors of the Company;
- Employees of other agencies deployed for the Company's activities, whether working from any of the Company's Hotels/ Units/ offices etc. in any location;



- Contractors, vendors, suppliers or agencies (or any of their employees) providing any material or service to the Company;
- Customers of the Company;
- Any other person having an association with the Company.

A person belonging to any of the above mentioned categories can avail of the channel provided by this Policy for raising an issue covered under this Policy.

**The Policy covers malpractices and events which have taken place/ suspected to take place involving:**

- Abuse of authority;
- Breach of contract;
- Negligence causing substantial and specific danger to public health and safety;
- Manipulation of company data/records;
- Financial irregularities, including fraud or suspected fraud or deficiencies in Internal Control and checks or deliberate error in preparation of Financial Statements or Misrepresentation of financial reports;
- Any unlawful act, whether Criminal/ Civil;
- Pilfering confidential/propriety information;
- Deliberate violation of laws/regulations;
- Wastage/misappropriation of company funds/assets;
- Breach of Company Policy or failure to implement or comply with any approved Company Policy.
- Unethical practice either related to financial or non-financial transactions.

**Policy should not be used in place of the Company grievance procedures or be a route for raising malicious or unfounded allegations against colleagues.**

## **VI. GUIDING PRINCIPLES**

To ensure that this Policy is adhered to, and to assure that the concern will be acted upon seriously, the Company will:

1. Ensure that the Whistleblower and/or the person processing the Protected Disclosure is not victimized for doing so;
2. Treat victimization as a serious matter, including initiating disciplinary action on such person/(s);
3. Ensure complete confidentiality;
4. Not attempt to conceal evidence of the Protected Disclosure;
5. Take disciplinary action, if any one destroys or conceals evidence of the Protected Disclosure made/to be made;
6. Provide an opportunity of being heard to the persons involved especially to the Subject;

#### **VII. ANONYMOUS ALLEGATION**

Whistleblowers must disclose his identity and source of information along with the allegation for follow-up questions and investigation.

**Disclosures expressed anonymously will ordinarily NOT be investigated.**

#### **VIII. PROTECTION TO WHISTLEBLOWER**

1. If one raises a concern under this Policy, he/she will not be at risk of suffering any form of reprisal or retaliation. Retaliation includes discrimination, reprisal, harassment or vengeance in any manner. Company's employee will not be at the risk of losing her/his job or suffer loss in any other manner like transfer, demotion, refusal of promotion, or the like including any direct or indirect use of authority to obstruct the Whistleblower's right to continue to perform his/her duties/functions including making further Protected Disclosure, as a result of reporting under this Policy. The protection is available provided that:
  - a. The communication/ disclosure is made in good faith;

b.He/ She reasonably believes that information, and any allegations contained in it, are substantially true; and

c.He/ She is not acting for personal gain or vendetta.

Anyone who abuses the procedure (for example by maliciously raising a concern knowing it to be untrue) will be subject to disciplinary action, as will anyone who victimizes a colleague by raising a concern through this procedure. If considered appropriate or necessary, suitable legal actions may also be taken against such individuals.

However, no action will be taken against anyone who makes an allegation in good faith, reasonably believing it to be true, even if the allegation is not subsequently confirmed by the investigation.

2. The Company will not tolerate the harassment or victimization of anyone raising a genuine concern. As a matter of general deterrence, the Company shall publicly inform employees of the penalty imposed and discipline of any person for misconduct arising from retaliation. Any investigation into allegations of potential misconduct will not influence or be influenced by any disciplinary or redundancy procedures already taking place concerning an employee reporting a matter under this policy.

Any other employee/business associate assisting in the said investigation shall also be protected to the same extent as the Whistleblower.

## **IX. ACCOUNTABILITIES – WHISTLEBLOWERS**

- a) Bring to early attention of the Company any improper practice they become aware of. Although they are not required to provide proof, they must have sufficient cause for concern. Delay in reporting may lead to loss of evidence and also financial loss for the Company;
- b) Avoid anonymity when raising a concern;
- c) Follow the procedures prescribed in this policy for making a Disclosure;
- d) Co-operate with investigating authorities, maintaining full confidentiality;

- e) The intent of the policy is to bring genuine and serious issues to the fore and it is not intended for petty disclosures. Malicious allegations by employees may attract disciplinary action;
- f) A whistleblower has the right to protection from retaliation. But this does not extend to immunity for involvement in the matters that are the subject of the allegations and investigation;
- g) Maintain confidentiality of the subject matter of the Disclosure and the identity of the persons involved in the alleged Malpractice. It may forewarn the Subject and important evidence is likely to be destroyed;
- h) In any matter where the whistleblower is not satisfied with the outcome of the investigation carried out by the Whistle Officer or the Whistle Committee, he/she can make a direct appeal to the Chairperson of the audit committee.

**X. ACCOUNTABILITIES- WHISTLE OFFICER, WHITSLE COMMITTEE AND THE COMMITTEE**

- Conduct the enquiry in a fair, unbiased manner;
- Ensure complete fact-finding;
- Maintain strict confidentiality;
- Decide on the outcome of the investigation, whether an improper practice has been committed and if so by whom;
- Recommend an appropriate course of action - suggested disciplinary action, including dismissal, and preventive measures;
- Minute Committee deliberations and document the final report.

**XI. RIGHTS OF A SUBJECT**

- a) Subjects have a right to be heard and the Whistle Officer or the Whistle committee or the Committee, as the case may be, must give adequate time and opportunity for the subject to communicate his/her say on the matter;

**XII. MANAGEMENT ACTION ON FALSE DISCLOSURES**

An employee who knowingly makes false allegations of unethical & improper practices or alleged wrongful conduct shall be subject to disciplinary action, up to and including termination of employment, in accordance with Company rules, policies and procedures. Further, this policy may not be used as a defense by an employee against whom an adverse personnel action has been taken independent of any disclosure of information by him and for legitimate reasons or cause under Company rules and policies.

**XIII. PROCEDURE FOR REPORTING & DEALING WITH DISCLOSURES**

The procedure for reporting and dealing with disclosures is given in *Annexure A*.

**XIV. ACCESS TO REPORTS AND DOCUMENTS**

All reports and records associated with “Disclosures” are considered confidential information and access will be restricted to the Whistleblower, the Whistle Committee, the Committee and the Whistle Officer. “Disclosures” and any resulting investigations, reports or resulting actions will generally not be disclosed to the public except as required by any legal requirements or regulations or by any corporate policy in place at that time.

**XV. RETENTION OF DOCUMENTS**

All Protected Disclosures in writing or documented along with the results of investigation relating thereto shall be retained by the Company for a minimum period of 7 years.

**XVI. REPORTS**

A quarterly status report on the total number of complaints received during the period, with summary of the findings of the Whistle Committee and the corrective actions taken will be sent to the Committee.

**XVII. COMPANY'S POWERS**

The Company is entitled to amend, suspend or rescind this policy at any time. Whilst, the Company has made best efforts to define detailed procedures for implementation of this policy, there may be occasions when certain matters are not addressed or there may be ambiguity in the procedures. Such difficulties or ambiguities will be resolved in line with the broad intent of the policy. The Company may also establish further rules and procedures, from time to time, to give effect to the intent of this policy and further the objective of good corporate governance.

## Annexure A

### **PROCEDURE FOR REPORTING & DEALING WITH DISCLOSURES**

**1. How should a Disclosure be made and to whom?**

A Disclosure should be made in writing. Letters can be submitted by hand-delivery, courier or by post or by e- mail addressed to the Whistle Officer appointed by the Company. E-mails can be sent to the email id: [disclosure@oberoigroup.com](mailto:disclosure@oberoigroup.com) or to the email id of the Whistle Officer provided on the intranet/internet. Whilst, a disclosure should normally be submitted to the Whistle Officer, it may also be submitted directly to the Chairperson of the audit committee in exceptional cases (via email at the email id: [disclosure.ch.ac.eih@oberoigroup.com](mailto:disclosure.ch.ac.eih@oberoigroup.com), when the Whistleblower feels it necessary under the circumstances.

However, disclosures against any director/ executive director of the Company shall be sent directly to CEO of the Company with a copy to the Chairperson of the audit committee.

**2. Is there any specific format for submitting the Disclosure?**

While there is no specific format for submitting a Disclosure, the following details MUST be mentioned:

- (a) Name, address and contact details of the Whistleblower (add Employee ID if the Whistleblower is an employee).
- (b) Brief description of the Malpractice, giving the names of those alleged to have committed or about to commit a Malpractice. Specific details such as time and place of occurrence are also important.
- (c) In case of letters, the disclosure should be sealed in an envelope marked “Whistle Blower” and addressed to the Whistle Officer or CEO/ Chairperson of the audit committee, depending on position of the person against whom

disclosure is made.

**3. What will happen after the Disclosure is submitted?**

- (a) The Whistle Officer shall acknowledge receipt of the Disclosure within 7 days, where the Whistleblower has provided his/her contact details.
- (b) The Whistle Officer will proceed to determine whether the allegations (assuming them to be true only for the purpose of this determination) made in the Disclosure constitute a Malpractice by discussing with the CEO of the Company (if required). If the Whistle Officer determines that the allegations do not constitute a Malpractice, he/she will record this finding with reasons and communicate the same to the Whistleblower.
- (c) If the Whistle Officer determines that the allegations constitute a Malpractice, he/she will proceed to investigate the Disclosure under the supervision of the Whistle committee. If the alleged Malpractice is required by law to be dealt with under any other mechanism, the Whistle Officer shall refer the Disclosure to the appropriate authority under such mandated mechanism and seek a report on the findings from such authority.
- (d) Subjects will normally be informed of the allegations at the beginning of a formal investigation and have opportunities for providing their inputs during the investigation.
- (e) The investigation may involve study of documents and interviews with various individuals. Any person required to provide documents, access to systems and other information required by the Whistle Officer or the Whistle Committee for the purpose of such investigation shall do so. Individuals with whom the Whistle Officer or the Whistle Committee requests an interview for the purposes of such investigation shall make themselves available for such interview at reasonable times and shall provide the necessary cooperation for such purpose.



- (f) If the Malpractice constitutes a criminal offence, the Whistle Officer will bring it to the notice of the Whistle Committee which includes CEO and take appropriate action including reporting the matter to the police.
- (g) The CEO of the Company may, at his/her discretion, participate in the investigations of any Disclosure.
- (h) The Whistle Officer or the Whistle Committee, as the case may be, shall conduct such investigations in a timely manner and shall submit a written report containing the findings and recommendations to the committee as soon as practically possible and in any case, not later than 90 days from the date of receipt of the disclosure. The Whistle Officer or the Whistle Committee may allow additional time for submission of the report based on the circumstances of the case.
- (i) Whilst it may be difficult for the Whistle Officer or the Whistle Committee to keep the Whistleblower regularly updated on the progress of the investigations, he/she will keep the Whistleblower informed of the result of the investigations and its recommendations subject to any obligations of confidentiality.
- (j) The Whistle Officer will ensure action on the recommendations of the Whistle Committee and keep the Whistleblower informed of the same. Though no timeframe is being specified for such action, the Company will endeavor to act as quickly as possible in cases of proved Malpractice.

**4. What should I do if I face any retaliatory action or threats of retaliatory action as a result of making a Disclosure?**

If you face any retaliatory action or threats of retaliatory action as a result of making a Disclosure, please inform the Whistle Officer in writing immediately. He/ She will treat reports of such actions or threats as a separate Disclosure and investigate the same accordingly and may also recommend appropriate steps to protect you from exposure to such retaliatory action and ensure implementation of such steps for your protection.

Annexure IV: UNDERTAKING CUM DECLARATION

**Undertaking cum Declaration**

I, <Name of Employee>, S/o / D/o, <Designation>, based at <Name of Unit and Place>, confirm that I have read and understood the contents of The Oberoi Dharma and The Oberoi Group Code of Conduct Policy and do hereby, solemnly agree to adhere to and uphold all duties and responsibilities as prescribed by the Dharma and the Code during the tenure of my employment with the Company.

Post my separation from the Company I will continue to adhere to and uphold any and all particular clauses that may continue to be applicable under the Code.

Signature:

Name:

Date:

Place: