



Armee Infotech Limited

Vigil Mechanism and Whistle Blower Policy

**(Approved by the Board of Directors of the Company in their
Board Meeting dated 3rd May, 2024)**



This Whistle Blower Policy ("Policy") is applicable to all Employees, Directors and Stakeholders of ArMee Infotech Limited (referred to as 'ArMee') and its Subsidiary (collectively referred as 'Company').

1. Introduction

The Company believes in the conduct of its affairs in a fair and transparent manner by adopting highest standards of professionalism, honesty, integrity and ethical behavior. Towards this, the Company has adopted the ArMee Code of Conduct ("Code"), which lays down the principles and standards that govern the actions of the Company, its Directors, and Employees. By living the values embodied in the Code, ArMee has built a brand reputation of trust and integrity. A copy of the aforesaid Code is available on the ArMee' website at <http://armeeinfotech.com/>.

Any actual or potential violation of the Code or violation of the applicable laws would be a matter of serious concern for the Company. This Policy has been formulated to provide a vigil mechanism to empower Directors, Employees and Stakeholders to report any actual or potential illegal and unethical practices in violation of the law of the land ("Violation") without fear of retaliation.

It complies with various related regulations, including the Companies Act (India), 2013, Regulation 22 of SEBI (Listing Obligations and Disclosure Requirements), 2015, The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations 2015 as amended etc.

2. Definitions

The definitions of some of the key terms used in this policy are given below. Capitalized terms not defined herein shall have the meaning assigned to them under the Code.

- a. **"Audit Committee"** means the Audit Committee constituted by the Board of Directors of ArMee in accordance with the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- b. **"Director"** means a director on the Board of ArMee and/or its subsidiaries.
- c. **"Employee"** includes every person in employment of ArMee and/or its Subsidiaries, regardless of geographic location, and includes consultants, associates, interns and trainees of the Company.
- d. **"Stakeholders"** include others with whom the Company has financial or commercial dealings.
- e. **"Whistle Blower"** is the Employee, Director or Stakeholder reporting a Violation under this Policy.
- f. **"Protected Disclosure"** is the communication of a Violation, made in good faith by the Whistle Blower and sent over email or as a hard copy in terms of this Policy, disclosing verifiable information and evidence of the Violation.
- g. **"Subject(s)"** is the Employee(s) or Director(s) against or in relation to whom a Violation has been reported, or evidence gathered during an investigation.
- h. **"Subsidiaries"** means the direct and indirect subsidiaries of ArMee as per the provisions of the Companies Act, 2013.



3. Scope

- a. Anybody with knowledge of and having verifiable information or material about violation or indulging in any illegal or unethical acts by any Employee or Director of the Company, is entitled to make a Protected Disclosure in terms of this Policy.
- b. The Whistle Blower's role is that of a reporting party with reliable and verifiable information about illegal or unethical acts committed by Subject(s). A Whistle Blower should not act on their own in conducting any investigative activities, nor prescribe any corrective or remedial action. The Whistle Blower shall have no automatic right to participate in any investigative activities, other than when requested to do so during the investigation process.

4. Reporting a Protected Disclosure

- a. Any employee who has sufficient reasons to believe that any act of serious misconduct or wrongful activity has occurred or is occurring within the organisation, she/he may immediately report the same directly to the Managing Director of the Company.
- b. While making aforesaid report of alleged misconduct, she/he must provide sufficient grounds or evidence, if any, in support of her/his report, to the satisfaction of Managing Director.
- c. The said report of alleged misconduct may be made in any of the following manner:
 - By making an Oral Report,
 - By sending a written report (on an anonymous basis, if employee so desire)
 - By sending email to the Managing Director.
- d. If, for any reason, the concerned employee does not feel comfortable in discussing the matter with the Managing Director, she/he may bring the matter to the attention of the Audit Committee of the Company.
- e. The Protected Disclosure may be in English, Hindi or the official language of the place of employment/business of the Whistle Blower. It should be factual and should contain as much specific information as possible to allow for proper assessment of the nature and extent of the Violation.
- f. To facilitate an effective and expeditious investigation and for availing the protection under this Policy, the Whistle Blower(s) must identify themselves in the Protected Disclosure. The identity of the Whistle Blower will be kept confidential to the extent possible given the legitimate needs of law and the investigation.
- g. A Whistle Blower who provides their communication details will receive an acknowledgment of receipt of the Protected Disclosure.

5. Timing

It is imperative that the employee brings such type of the matters to the Company's attention promptly, so that Company can take proper actions against the same.



6. Investigation

- a. All complaints under this policy will be promptly and thoroughly investigated, and all information disclosed during the course of the investigation will remain confidential, except as necessary to conduct the investigation and take any remedial action, in accordance with applicable law.
- b. All employees and supervisors have a duty to co-operate in the investigation of reports of such serious misconduct. In addition, an employee shall be subject to disciplinary action, including the termination of their employment, if the employee fails to co-operate in an investigation or hides any material information or deliberately provides false information during an investigation
- c. If, at the conclusion of its investigation, the Company determines that a violation of policy has occurred, the Company will take effective remedial action commensurate with the severity of the offence. This action may include disciplinary action against the accused party, upto and including termination. Reasonable and necessary steps will also be taken to prevent any further violations of policy.
- d. In exceptional cases, the Chairperson of the Audit Committee may refer the Protected Disclosure to an external investigator.

7. Rights and Obligations of the Subject

- a. The Subject(s) shall:
 - i. be normally informed of the allegations at the outset of a formal investigation and have opportunity for providing their inputs during the investigation.
 - ii. co-operate during the investigation process to the extent that such co-operation will not compromise the protections available under the applicable laws.
 - iii. not interfere with the investigation, nor withhold, destroy or tamper with any evidence or influence, coach, threaten or intimidate the witness.
 - iv. have the right to consult with a person or persons of their choice, other than with the investigation team and/or the Whistle Blower.
 - v. be given the opportunity to respond to material findings contained in an investigation report unless there are compelling reasons not to do so.
- b. The identity of the Subject(s) will be kept confidential to the extent possible given the legitimate needs of law and the investigation.

8. Protection to Whistle Blower

- a. The Company condemns any kind of discrimination, harassment, victimization or any other unfair practice against Whistle Blowers. No unfair treatment will be meted out to a Whistle Blower for making a Protected Disclosure under this Policy. To the extent applicable, complete protection will, be given to Whistle Blower against any unfair practice such as retaliation, threat or intimidation or termination/suspension of service/contract, 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.
- b. Any other employee or director assisting in the said investigation shall also be protected to the same extent as the Whistle Blower.



- c. Any violation of the above clauses (a) and (b) may be reported to the Chairperson of the Audit Committee, who shall have it investigated and based on the report of the investigation, recommend suitable action to the management or the Board, as appropriate.
- d. The Company will take steps to minimize difficulties, which the Whistle Blower may experience as a result of making the Protected Disclosure. Thus, if the Whistle Blower is required to give evidence in the criminal or disciplinary proceedings, the Company will arrange for the Whistle Blower to receive advice about the procedure, etc.

9. Outcome of Investigation

- a. If the investigation leads to the conclusion that an illegal, improper or unethical act has been committed, appropriate disciplinary or corrective action may be initiated against the Subject(s). The disciplinary action may include wage freeze, suspension, recovery, claw back, termination of employment/contract or any other punitive legal action.
- b. It is clarified that any disciplinary or corrective action initiated against the Subjects) 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.
- c. The progress, the outcome of the investigation and the actions taken may be communicated to the Whistle Blower in such manner as may be determined by the Managing Director/ Audit Committee, as the case may be.

10. Disqualifications

Protection under this Policy does not mean protection from any action arising out of false or bogus allegations made by a Whistle Blower in the Protected Disclosure knowing it to be false or bogus or with a bad faith intention, or such actions related to or arising from any event/incident or matter totally unconnected with the Protected Disclosure. Further, any abuse of protection under this policy will warrant appropriate action.

11. Amendment

ArMee reserves its right to amend or modify this policy in whole or in part at any time without assigning any reason whatsoever. The revised Policy shall be uploaded on ArMee' website as and when amended. If there are any amendments in the applicable law, then those amendments will prevail over this policy.
