

Tekcellent Private Limited

Anti-Bribery / Corruption (“ABC”)

And

Child / Forced Labour (“CFL”)

Policy

TPL Ref: ZIIV01ABCCD

Prepared for:

Tekcellent Private Limited

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Reviewed By:

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1. Purpose

This Policy defines TPL's General Terms and Conditions related to Anti-Bribery and Corruption and Child and Forced Labour of its Employees, Contractors, Subcontractors and Suppliers. It is required that this be incorporated as an Addendum and form part of any contracts or subcontracts with TPL, and must be signed by the Employee, Contractor, Subcontractor or Supplier and returned to TPL. Such signed copy should also be maintained on file. Once signed or incorporated for a contract or subcontract, this addendum thereby will be incorporated in all subsequent subcontracts between TPL and its Employees, Contractors, Subcontractors or Suppliers unless superseded by a subsequent signed or incorporated version of this Addendum.

2. Scope

This Policy and Addendum applies globally to Employee, Contractor, Subcontractor or Supplier and all of its affiliates, and all of their Employees and Agents.

3. Definitions

- 3.1** The term "Employee" or "Employees" is specifically defined, for purposes of this Policy and Addendum, as: any personnel hired directly by TPL, Contractor, Subcontractor and Supplier (regardless of status classification of full-time, part-time, temporary, contract, etc.); interns (even if an intern does not receive payment); employees of other companies seconded into TPL, Contractor, Subcontractor and Supplier, and any Contractor or Subcontractor employee seconded to a non-Subcontractor company.
- 3.2** The term "Agent" or "Agents" is specifically defined as any member of Contractor's, Subcontractor's or Supplier's board, any officer of Contractor, Subcontractor or Supplier, hired personnel, consultants, intermediaries, lobbyists, agents, representatives, independent contractors, lower tier subcontractors, and any others who act on Contractor, Subcontractor or Supplier's behalf.

4. Obligations

4.1 Anti-Bribery/Corruption ("ABC").

Employee, Contractor, Subcontractor or Supplier recognizes that TPL supports governmental efforts to combat bribery and corruption. Employee, Contractor, Subcontractor or Supplier hereby agrees to further TPL's support. Accordingly, without limiting the foregoing:

- 4.1.1.** Contractor, Subcontractor and Supplier shall use diligent efforts in training its Employees to recognize and avoid misconduct and the appearance of impropriety while conducting business on behalf of the Contractor, Subcontractor and Supplier. Without limiting the obligations set forth herein, such efforts shall specifically support compliance with the UK Bribery Act, the US Foreign Corrupt Practices Act ("FCPA"), Organization for Economic Co-operation and Development ("OECD") obligations, and shall address commercial bribery risk.
- 4.1.2.** Employee, Contractor, Subcontractor and Supplier shall not, and shall ensure that its Employees and Agents do not, make, offer, or promise to make a payment or transfer anything of value, including a provision of any service, gift, favor, or entertainment to government personnel or other officials for the purpose of improperly obtaining or retaining business, or for any other improper purpose or business advantage. Further, Employee, Contractor, Subcontractor and

Supplier shall not engage in commercial bribery. Contractor, Subcontractor and Supplier business entertainment practices shall conform to a Code of Business Conduct and Ethics adopted and implemented by TPL that is substantially consistent with TPL's Code of Business Conduct and Ethics. Further, Employee, Contractor, Subcontractor and Supplier shall comply with any applicable Code of the Client if communicated or available to Employee, Contractor, Subcontractor and Supplier.

- 4.1.2.1. No intermediaries. Employee, Contractor, Subcontractor and Supplier shall not use an agent or make a payment to any person or entity related to a local or foreign official. Employee, Contractor, Subcontractor and Supplier shall not make any payment to any intermediaries, including but not limited to friends, business associates or relatives of government officials, in order to circumvent this prohibition. In particular, payments or favors made to any close friend or close relative of a government official involved in any business, whether from TPL funds, Employee, Contractor, Subcontractor or Supplier funds or personal funds of an Agent or Employee of Contractor, Subcontractor or Supplier, are prohibited. For the purposes of this Policy and Addendum, a "close relative" means a spouse, partner, parent, step-parent, child, step-child, sibling, stepsibling, nephew, niece, immediate cousin, aunt, uncle, grandparent, grandchild, in-law, or a parent of an in-law.
- 4.1.2.2. Specifically forbidden behaviours. In support of, and without limiting, the foregoing, the following are forbidden:
 - 4.1.2.2.1. To ignore or fail to report any indication of improper payments ("shrug off" issue).
 - 4.1.2.2.2. To induce or facilitate someone else to violate this Policy or Addendum (either aiding a violation of this Policy or Addendum or attempting to create "plausible deniability").
 - 4.1.2.2.3. To permit an Agent, Employee or other representative of Contractor, Subcontractor, Supplier or a TPL client to take questionable actions ("look the other way").
 - 4.1.2.2.4. To falsify, create, omit information, mischaracterize or alter any accounting or business record for the purpose of either violating this Policy or Addendum or hiding or obfuscating a violation of this Policy or Addendum.
- 4.1.2.3. No facilitation payments. Employee, Contractor, Subcontractor or Supplier shall not make any facilitation payments, including but not limited to any undocumented and unreceipted payments made to speed up routine government actions, such as issuing permits or releasing goods held in customs.
- 4.1.2.4. No political contributions. Employee, Contractor, Subcontractor and Supplier shall not make political contributions on behalf of TPL or TPL's client. It is a violation for any funds received from TPL to be used directly for or in reimbursement of any political contribution.
- 4.1.2.5. Charitable Contributions and Internships. Employee, Contractor, Subcontractor and Supplier shall carry out policies on charitable contributions and internships that are consistent with the goals of this Policy and Addendum.

4.2 Child/Forced Labour (“CFL”).

Employee, Contractor, Subcontractor and Supplier recognizes that TPL is committed to the elimination of all forms of forced and compulsory labour and to the international effort to abolish child labour. Employee, Contractor, Subcontractor and Supplier hereby agree to support TPL’s commitment. Accordingly, without limiting the foregoing:

4.2.1. No Employee of TPL, Contractor, Subcontractor or Supplier may hire child or forced labour on behalf of TPL, whether in connection with Contractor, Subcontractor and Supplier duties for TPL or otherwise.

4.2.2. Contractor, Subcontractor and Supplier is responsible for ensuring that its Employees will be alert to any evidence of child or forced labour abuses in operations linked to TPL’s business. If a Contractor, Subcontractor or Supplier Employee suspects child or forced labour, such Employee shall report their concerns immediately to their manager. Further if the concern pertains to Contractor, Subcontractor or Supplier’s duties for TPL, Contractor, Subcontractor and Supplier shall promptly notify TPL of the concern. Student educational work experience that pertains to Employee, Contractor, Subcontractor or Supplier’s duties for TPL must be approved by TPL in writing in advance.

4.3 Procedures; Flow-down.

Contractor, Subcontractor and Supplier shall implement effective procedures to carry out the requirements of this Policy or Addendum within its organization, its affiliates and its supply chain. Without limiting the foregoing, Contractor, Subcontractor and Supplier shall include provisions in its contracts, with any lower tier subcontractors performing work necessary for Employee, Contractor, Subcontractor or Supplier to carry out its duties to TPL, whereby such lower tier subcontractors agree to be bound by the requirements set forth in this Addendum.

4.4 Declaration.

Contractor, Subcontractor or Supplier represents and warrants that it has read, understood and accepts the foregoing Terms and Conditions related to Anti-Bribery / Corruption and Child / Forced Labour. Contractor, Subcontractor or Supplier agrees that a breach of the foregoing warranty is a material breach of its contract or subcontract with TPL.

Acknowledged and Agreed*

(“Contractor” / “Subcontractor” / “Supplier”)

By: _____

Name: _____

Title: _____

Date: _____

*Lack of signature on this Addendum does not limit the binding effect of this Addendum if it is incorporated by reference in a contract or subcontract. Please see Section 1.0 above.