

VENDOR CODE OF CONDUCT

ATC India Tower Corporation Private Limited ("ATCITC"), ATC Telecom Tower Corporation Private Limited ("ATCTTC"), ATC Tower Company of India Private Limited ("ATCTCI") and Transcend Infrastructure Private Limited ("TIPL"), herein all referred to as "ATC", are a wholly owned subsidiary of American Tower Corporation, USA (ATC, US). It is the stated intent and policy of ATC to comply with all applicable Indian and US laws and regulations governing its business operations and its interactions with Service Providers, suppliers, contractors and government officials.

ATC requires all Service Providers and their directors, employees, agents, suppliers and subcontractors (collectively Service Providers' representatives) conduct themselves at all times with integrity and in full compliance with this Code of Conduct and applicable laws, rules and regulations that govern their business activities. All ATC Service Providers will be required to educate and, when appropriate, train their representatives to ensure they understand and comply with this Code of Conduct.

The principles of Code of Conduct summarized below are not all-inclusive, and there may be other conduct not specifically listed that may be considered unacceptable for a Service Provider and, or, its representatives.

The term Service Provider used herein shall mean and include its employees, agents, and subcontractors.

Listed below are ATC's Code of Conduct principles:

1. **Corruption & Prohibited Business Practices -**

1.1 **Foreign Corrupt Practices Act (FCPA)**

- (a) The Service Provider hereby conforms that it has read, understood and been made aware of the ATC policy on FCPA, and hereby agrees to comply with this policy at all times.
- (b) The Service Provider represents, warrants and covenants to ATC that neither the Service Provider nor any of the directors, officers, employees, agents, shareholders or other representatives of the Service Provider shall, directly or indirectly, pay, promise to pay, or authorize the payment of any money, or give, promise to give, or authorize the giving of anything of value to any official or employee of any government, or of any agency or instrumentality of any government (including any official or employee of governmental agencies or instrumentalities or political subdivisions), or to any political party or official thereof, or to any candidate for political office, or to any official or employee of any public international organization, for the purpose of influencing any act or decision of such official or employee or otherwise promoting the business interests of the other party in any respect and the Parties shall comply with the provisions of the FCPA and any applicable local laws including the (Indian) Prevention of Corruption Act, 1988. The Service Provider further represent, warrant and covenant that no payment, authorization, promise, or gift of the sort described in this Section has been/ will be made prior to the date of execution of this Agreement.
- (c) **Gifts, Hospitality and Expenses (Business Courtesies) - Government Employees**

The Service Provider shall not make or offer to make, and/ or have reason to believe that any of its director, officer, employee, or third party or its director, officer, employee, engaged by it has or have made or has offered to make, directly or indirectly any payment, gift, or donation, hospitality and/or entertainment to any employee or official of the government or regulatory authority or state owned enterprises in contravention of the respective rules and regulations including code of conduct rules applicable to such employees /officials.

- (d) The Service Provider shall comply with applicable laws and regulations concerning bribery, corruption, fraud and any other prohibited business practices. The Service Provider shall not offer, promise or give any undue advantage, favour or incentive to any public official, international organization or any other third party. This shall apply regardless of whether the undue advantage is offered directly or through an intermediary.

1.2 Gifts, Hospitality and Expenses (Business Courtesies) – ATC employees

The Service Provider shall not, directly or indirectly, offer gifts to ATC employees or representatives or anyone closely related to these, unless the gift is given on festive occasions such as Diwali, Ed, Christmas and is of modest value (not exceeding Rs. 500). Travel & Hotel expenses for the individual representing ATC shall be paid by ATC. Service Provider shall not extend any hospitality, or bear any expenses or offer any gifts to any ATC employee /representative.

2. Health and Safety

The Service Provider shall secure that its workers are provided with a healthy and safe working environment in accordance with recognized standards.

The Service Provider shall do its utmost to control hazards and take necessary precautionary measures against accidents and occupational diseases. The Service Provider shall ensure compliance with the provisions of Building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1976. Whenever necessary the workers are to be provided with, and instructed to use, appropriate personal protective equipment, and are adequately & regularly trained to ensure that they are adequately educated on health and safety issues.

3. Environment

The Service Provider shall act in accordance with relevant local and internationally recognized environmental laws.

4. Labour Standards

(a) Compliance with Labor Laws

The Service Provider agree and undertakes to comply with all laws relating to labor, including but not limited to, the Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Company Act, 1948, Employees' Provident Funds And (Misc Provisions) Act 1952, Payment of Bonus Act 1965, Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976, Maternity Benefit Act, 1961, Labour Welfare Fund Laws, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Shops and Establishment Act and Inter-State migrant workmen (Regulation of Employment) and (Conditions of service) Act, 1979 and shall produce before ATC copies of all records and returns filed in this regard at monthly intervals.

(b) Child Labour

The Service Provider shall not directly or indirectly use or employ child Labour. 'Child' here shall mean anyone under 14 years of age.

If any child is found working in the direct or indirect employment of the Service Provider, it shall immediately discontinue such employment and take steps to redress the situation in accordance with the best interest of the child.

As regards children falling within the age group of 14-18 years, the Service Provider shall comply with all applicable laws including provisions of the Factories Act, 1948; Child Labour (Prohibition and Regulation) Act, 1986.

The Service Provider shall secure that persons with in the age group of 14-18 do not perform any hazardous work. 'Hazardous work' means any work which exposes children to physical, psychological or sexual abuse; work underground, under water, at dangerous heights, in confined spaces; work with dangerous machinery, equipment and tools, or which involves the handling or transport of heavy loads; exposure to hazardous substances, agents or processes, temperatures, noise levels or vibrations; particularly difficult conditions such as work for long hours or at night or where child is unreasonably confined to premises of the supplier.

(c) Bonded Labour

The Service Provider shall not use bonded or compulsory labour and shall ensure that the work relationship between the worker and the Service Provider is freely chosen and free from any threats whatsoever.

(d) Non discrimination

The Service Provider shall prohibit direct or indirect negative discrimination based on race, color, sex, sexual orientation, language, religion or political or other opinion, national or social origin, property, birth or other status and shall promote equality of opportunity or treatment in employment and occupation.

The Service Provider shall prohibit and refuse to tolerate, and not confer upon its workers, any unacceptable or degrading treatment, including mental cruelty, sexual harassment or discrimination of gestures, language or physical contact, that is sexual, coercive, threatening, abusive or exploitative.

(e) Sexual Harassment

The Service Provider shall ensure that all its women employees are given full protection from sexual harassment as per guidelines laid down by the Supreme Court of India.

5. Acting in Concert

The Service Provider shall under no circumstances act in a manner detrimental to ATC's interest / its business. The Service Provider shall also not act in concert with other Service Providers, suppliers, third parties in detriment to ATC's business or interest or in violation of any law.

6. Mirroring of Contractual Requirements towards sub-suppliers

The Service Provider shall contractually secure that its own suppliers', sub-supplier's, business partners and other third parties directly or indirectly used by the Service Provider in the provisioning of services to accept and adhere to the requirements as set out herein.

7. Human Rights

The Service Provider shall respect internationally proclaimed human rights and shall avoid being complicit in human rights abuses of any kind. The Service Provider shall respect personal dignity, privacy and rights of each individual.

The undersigned Service Provider hereby certifies that he/she/they have/has read and understands, and agrees to comply with the Service Provider Code of Conduct at all times as stated hereinabove.

Date: _____

Service Providers Name:

Signature: _____

Authorized Person:

Office Address: