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## FLYJAC LOGISTICS PRIVATE LIMITED (LOGISTEED GROUP) – BUSINESS PARTNER CODE OF CONDUCT

Established: 27/10/2023

Updated: 12/12/2025

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### **BUSINESS PARTNER CODE OF CONDUCT**

Applicable to: Vendors, Contractors, Consultants, Sub-Agents, Customs Brokers, Transporters, Warehousing Partners, and All Third-Party Service Providers.

#### **1. Purpose & Applicability**

Flyjac Logistics Private Limited (**Logisteed Group**) is committed to ethical, lawful, transparent, and responsible business practices.

This **Business Partner Code of Conduct** (“Code”) establishes the mandatory standards expected from all our **suppliers, service providers, channel partners, commercial agents, sub-vendors, freelancers, and any entity acting on behalf of Flyjac.**

This Code is aligned with:

- a. Indian Laws (Companies Act, Prevention of Corruption Act, Competition Act 2002, Labour Laws, Information Technology Act, GST Laws, etc.)
- b. International standards (U.S. FCPA, UK Bribery Act, OECD Anti-Bribery Convention, UN Guiding Principles on Business & Human Rights)
- c. **Logisteed Group** Global Anti-Corruption Compliance Guidelines.

Compliance with this Code is a **binding condition** for doing business with Flyjac.

#### **2. Legal & Regulatory Compliance**

Business Partners shall:

- a. **Follow all applicable laws, including:**
  - i. Prevention of Corruption Act, 1988
  - ii. Companies Act, 2013
  - iii. Labour Codes & Welfare Acts
  - iv. GST, Customs, DGFT & International Trade Compliance
  - v. Competition Act, 2002 (anti-cartel, no bid-rigging)
  - vi. Motor Transport Workers Act, Warehousing Rules, Logistics & Dangerous Goods Regulations
  - vii. Environmental laws (EP Act, Hazardous Waste Rules)
  - viii. Information Technology Act, 2000 & Data Protection laws
- b. Obtain & maintain valid licences, registrations, and permits necessary for the services provided.
- c. Ensure compliance by their employees, sub-contractors, and agents.

#### **3. Anti-Corruption, Anti-Bribery & Conflict of Interest**

Business Partners **shall strictly avoid:**

- a. **Bribes or improper advantages**
  - i. Offer or accept money, gifts, commissions, or any form of unofficial payments
  - ii. No influencing public officials or private customers through unlawful means
  - iii. Strict zero tolerance for any kickbacks, facilitation payments, or disguised commissions in any form.
- b. **Offering or accepting gifts**
  - i. No gifts, hospitality, or entertainment exceeding permitted legal limits
  - ii. All permitted gifts must be transparent and recorded
- c. **No conflict of interest**

Partners must disclose:

- i. If they are related to any Flyjac employee
- ii. Have a financial interest in Flyjac procurement decisions
- iii. Any situation that may create partiality or influence

**d. Anti-Fraud**

Prohibited:

- i. Fake invoices
- ii. False weight certifications
- iii. Misdeclaration at customs
- iv. Wrong documentation in logistics processes
- v. Strict prohibition on any manipulation or misuse of manpower or manpower-related payments in any form.

**4. Competition Law Compliance**

Under the **Competition Act, 2002**, partners must not:

- a. Engage in price-fixing or collusion with competitors
- b. Exchange market-sensitive information
- c. Discuss allocation of customers or territories
- d. Participate in bid-rigging, tender manipulation, or cartelization
- e. Restrict reselling or unfairly block competition

Any violation may result in **immediate termination** and reporting to authorities.

**5. Labour Standards, Human Rights & Workplace Safety**

Partners must ensure:

- a. No child labour, under any circumstances
- b. No forced or bonded labour
- c. Freedom from discrimination (gender, caste, religion, disability, race)
- d. Safe and hygienic working conditions
- e. Compliance with working hours, overtime rules & minimum wages
- f. PF, ESI, Bonus, Gratuity & Statutory Payments are made on time
- g. Driver welfare & safety, including:
  - i. No over-speeding
  - ii. Mandatory rest periods
  - iii. Vehicle fitness compliance
  - iv. Alcohol/drug-free operations

**6. Environmental Responsibility**

Partners shall:

- a. Comply with Pollution Control Board regulations
- b. Use fuel-efficient & well-maintained vehicles
- c. Ensure safe storage/handling of hazardous cargo
- d. Promote waste reduction, recycling & eco-friendly logistics
- e. Avoid unauthorized dumping, burning, or spillages

**7. Data Security, Confidentiality & Cyber Compliance**

Partners handling Flyjac or customer data must:

- a. Protect shipment data, customer information, documentation, and digital records
- b. Use secure systems (no unlicensed software or unsecured devices)
- c. Immediately report any data breach / cyber incident
- d. Not misuse or share confidential data with third parties
- e. Follow DPDPA 2023 (India) and global data protection norms

**8. Supply Chain Integrity & Ethical Sourcing**

Partners shall ensure:

- a. Raw materials, services, subcontracting & labour are ethically sourced

- b. No dealing with blacklisted or embargoed companies
- c. No participation in illegal trade (counterfeit goods, stolen cargo, wildlife contraband, etc.)
- d. Transparent supply chain traceability

## 9. International Sanctions & Trade Control Compliance

Partners must comply with:

- a. UN, U.S. OFAC, EU, UK sanctions
- b. Export control regulations
- c. No dealings with entities on denied/restricted lists

Any violation shall result in immediate termination.

## 10. Accurate Documentation & Record Keeping

Partners shall maintain:

- a. Transparent billing
- b. Accurate freight documents
- c. Genuine PODs, gate passes, cargo receipts
- d. Correct customs documentation

Misrepresentation or falsification = termination + legal action.

## 11. Monitoring, Audits & Reporting

Flyjac may:

- a. Conduct audits
- b. Request statutory records
- c. Inspect facilities, vehicles, and warehouses
- d. Verify legal registers (PF/ESI/Wages/Challans)

## 12. Subcontracting Rules

Business Partners shall:

- a. Do not use subcontractors without Flyjac's written approval
- b. Ensure sub-contractors comply with this Code
- c. Take responsibility for all actions of their subcontractors

## 13. Consequences of Non-Compliance

Any violation of this Code may result in:

- a. Immediate suspension of business
- b. Termination of contract without compensation
- c. Blacklisting for future business
- d. Claim for damages
- e. Reporting to authorities (Police, Labour Dept., Competition Commission, Customs, GST, etc.)

## 14. Acceptance & Obligation

All Business Partners must sign:

**Business Partner Declaration & Acknowledgement Form** (*given below*)  
confirming full compliance with this Code.

**FLYJAC LOGISTICS PRIVATE LIMITED (LOGISTEED GROUP)**  
**BUSINESS PARTNER DECLARATION & ACKNOWLEDGEMENT FORM**

*(To be printed on the Letterhead of the Business Partner)*

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**1. Business Partner Details**

**Name of Company / Firm:** \_\_\_\_\_

**Registered Address:** \_\_\_\_\_

**Corporate / Legal Status:** (Proprietorship / Partnership / LLP / Pvt Ltd / Others)

**GST No.:** \_\_\_\_\_ **PAN:** \_\_\_\_\_

**Contact Person Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**2. Declaration of Compliance**

We, \_\_\_\_\_ (“Business Partner”), hereby declare, confirm, and undertake the following to **Flyjac Logistics Private Limited (Logisteed Group)** (“Flyjac”):

**A. Commitment to the Business Partner Code of Conduct**

1. We have **read, understood, and fully agree** to comply with the **Flyjac Logistics Business Partner Code of Conduct** (“Code”).
2. We shall ensure the Code is followed by:
  - all our employees, supervisors, managers
  - contract labour, drivers, helpers
  - subcontractors, agents, representatives
  - any person engaged by us directly or indirectly for Flyjac’s work
3. We acknowledge that compliance with the Code is a **mandatory and binding condition** for our business with Flyjac.

**B. Anti-Corruption, Anti-Bribery & No Fraud Declaration**

4. We shall **not offer, give, solicit, or accept** any bribe, kickback, commission, favour, gift, or benefit that violates applicable laws or Flyjac policy.
5. We confirm we will **not engage in any fraudulent activity**, including but not limited to:
  - fake or inflated billing
  - manipulation of PODs or delivery records
  - misdeclaration of cargo or customs documents
  - falsification of statutory records
6. We confirm that no Flyjac employee has requested or received any unlawful benefit from us.

**C. Labour, Safety & Human Rights Compliance**

7. We comply with all labour laws, including wages, PF, ESI, gratuity, bonus, and working hours.
8. We do **not employ child labour** or forced/bonded labour.
9. We shall ensure the safety and welfare of drivers, labourers, and staff deployed for Flyjac.
10. All statutory licences, registrations, insurance, and permits are valid and will be maintained.

**D. Environmental, Trade & Regulatory Compliance**

11. We comply with all applicable:
  - GST, Income Tax & Commercial laws
  - Customs, DGFT, EXIM & international trade compliance

- Sanctions & embargo regulations (UN, OFAC, EU, UK)
  - Environmental laws, including safe handling of hazardous materials
12. We will not engage in activities involving illegal, counterfeit, or prohibited goods.

#### E. Confidentiality, Data Privacy & Cybersecurity

13. We shall protect the confidentiality of all Flyjac and customer data shared with us.
14. We shall not misuse or disclose operational, logistics, customer, or documentation data to any third party.
15. Any data breach or cyber incident will be reported to Flyjac immediately.

#### F. Subcontracting & Third-Party Management

16. We shall **not appoint any subcontractor** for Flyjac's work without Flyjac's written approval.
17. We take full responsibility for the actions of any approved subcontractor.

#### G. Inspections, Audits & Reporting

18. We shall cooperate with Flyjac during audits, inspections, and verifications.
19. We shall provide relevant statutory records when requested (PF/ESI/Wages/Challans).
20. We shall use Flyjac's whistleblowing channel to report any unethical or unlawful behaviour.

#### H. Accuracy of Information

21. All information submitted by us (documents, certificates, statutory filings, ownership details, etc.) is **true, correct, and complete**.
22. We undertake to promptly update Flyjac about any change in ownership, management, legal status, licences, or compliance issues.

#### I. Acknowledgement of Consequences for Non-Compliance

23. We understand that violation of the Code may result in:
- immediate suspension or termination of business
  - cancellation of contracts
  - blacklisting
  - legal or regulatory action
  - recovery of losses or damages caused
24. We accept that Flyjac reserves the right to take appropriate action for any non-compliance.

#### 3. Declaration

We hereby declare that the above statements are true, and we fully commit to complying with the **Business Partner Code of Conduct** and all applicable laws.

We understand that this Declaration forms an **integral part of our contractual relationship** with Flyjac Logistics Private Limited.

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#### For and on behalf of the Business Partner

Authorized Signatory Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_