

# CODE OF CONDUCT FOR COMPLIANCE BY VENDORS

## 1. Introduction:

Bajaj Finserv Direct Limited (hereinafter referred to as “**BFDL**”) emphasises on ethical business practices with utmost integrity, transparency, and ownership, being the core integral values at BFDL. BFDL recognizes the significant role played by its Vendors in its success and strives to build enduring relationships based on mutual respect and understanding. This Code of Conduct (“**Code**”) captures the essential standards and ethical principles that BFDL expects from its Vendors. All Vendors associated with BFDL are required to abide by this Code in addition to the terms and conditions as agreed in any agreement Vendors may have executed with BFDL. This Code is to be read in conjunction with the Master Service Agreement (“**MSA**”), Statement(s) of Work, Non-Disclosure Agreement (“**NDA**”) and any other agreements executed between BFDL and the Vendor. In the event of any inconsistency, the terms of the MSA and/or such agreements shall prevail. This Code supplements and does not replace any contractual obligations of the Vendor.

“**Vendors**” means and includes any consultants, entity, advisor, service providers, suppliers, vendors, contractors and/or individuals who have agreed to offer services to BFDL and/or its end clients through BFDL, including the Vendor’s employees, agents, and other representatives. It includes entities with which BFDL has direct or indirect business relationship.

## 2. Applicability:

This Code applies to all Vendors, their employees, agents and representatives and sub-contractors, as the case may be, used by them (a) in connection with the provision of Services to BFDL or (b) with whom Vendors share any confidential information of BFDL (or potential access to such confidential information) in accordance with the mutually agreed terms and conditions. This Code shall also apply where Vendors or their personnel are deployed at the premises of BFDL’s customers or end clients, whether onsite, offsite, remotely, or in a hybrid model. Vendors shall comply with all applicable site-specific policies, codes of conduct, information security rules, and health & safety requirements of such end clients, as communicated by BFDL or the end client.

## 3. Requirements under the Code:

Vendors are required to adhere to all relevant laws and regulations in letter and spirit. Vendors shall ensure monitoring of, and adherence to, all applicable laws and regulations across the various geographical areas in which they operate.

## 4. Bribery and Corruption:

BFDL maintains a strict policy of zero tolerance for any instances of bribery and corruption. Likewise BFDL refrains Vendors acting in its personal capacity or/and on behalf of BFDL from engaging in the accepting, offering, promising, giving, or authorizing to give, either directly or indirectly, any illicit payments, remunerations, gifts, donations, or similar advantages, while dealing with BFDL and/or its employees,

government officials, customers or their representatives to obtain or retain business; influence business decisions; and/or secure an unfair advantage. Vendors shall maintain accurate books and records and shall not offer or accept facilitation payments, kickbacks, or any improper advantage of any kind, whether in cash or in kind.

#### **5. Anti-Money Laundering, Anti-Terrorism Financing and Sanctions:**

Vendors are prohibited from participating, either directly or indirectly, in any money laundering activities or engaging in business practices that contravene anti-money laundering laws. Vendors should comply with applicable laws and regulations, following best practices for anti-money laundering, anti-terrorism financing and sanctions compliance policies.

#### **6. Conflict of Interest:**

Vendors are required to steer clear of scenarios in which their personal or professional interests could conflict, or give the appearance of conflicting, with the interests of BFDL or its stakeholders. Vendors shall not extend any favour nor seek any favour from any employee of BFDL. In the event of such situations, Vendors must promptly inform BFDL at BFDL-Legal-Compliance@bajajfinservmarkets.in and take corrective measures to alleviate the conflict. Vendors must disclose any actual, potential, or perceived conflict of interest promptly and in writing to BFDL at the designated compliance email ID as stated hereinabove, and on an ongoing basis if circumstances change. Failure to disclose shall be deemed a material breach of this Code.

#### **7. Confidentiality:**

Vendors shall ensure that confidential or proprietary information about BFDL, its customers, end clients, employees or other parties, to which access has been gained by the Vendors while working for BFDL or an end client of BFDL, shall not be used for personal or business advantage. The confidential information also extends to any employee data, personal data, business data or third-party information as shared by BFDL and/or its end client. Confidentiality obligations shall survive termination or expiry of the Vendor's engagement. Upon completion or termination of services, Vendors shall promptly return or securely destroy all BFDL and/or end-client confidential information, as instructed by BFDL.

#### **8. Data Privacy:**

BFDL ensures that it complies with all applicable data protection laws and contractual requirements. BFDL is committed to upholding the highest data protection and privacy standards with respect to all personal data. BFDL also expects its Vendors to adhere to similar standards when processing such personal data, including sensitive personal information, and ensure that its employees, agents and representatives do not commit any breach of privacy of any data, whether in physical, digital or oral form. In the event of any cyber-attack, the Vendor should inform BFDL within 4 hours of the incident, provided any information of BFDL is stored and available with the Vendor on its systems. Vendors shall fully cooperate with BFDL in investigating, mitigating, and remediating any data security incident, and shall not notify any third party or authority without prior written consent of BFDL unless required by law.

#### **9. Business Continuity:**

Vendors are required to have plans and procedures in place for resuming business operations in the event of a disaster (e.g., ransomware/malware attack, hacking of systems, fire, flood, wind, earthquake, explosion, etc.) or any form of work stoppage (e.g., system failure, labour strike, economic/social structure breakdown, etc.), as may be applicable.

**10. Third Party Engaged by Suppliers:**

In the event Vendors engage any third party to provide services/goods to BFDL, Vendors shall ensure that such third party adheres to this Code and does not indulge in any activity that violates the terms of this Code. Vendors shall ensure that the Code is adhered to by their employees, subsidiaries, business partners and subcontractors involved in providing services to BFDL. The Vendor shall be responsible for all acts, errors, omissions and breaches by such third parties.

**11. Employee Relationship:**

Vendors shall ensure that their employees do not indulge in any wrongful claim of employment with BFDL. Vendors are expected to ensure adherence to all relevant labour laws as applicable to the Vendor and must ensure that their employees receive all statutory benefits as per applicable laws.

**12. Non-Discrimination and Harassment-Free Environment:**

Vendors must establish a workplace that is free from discrimination and harassment. Discrimination based on factors such as race, gender, caste, religion, disability, marital status, pregnancy, culture, ancestry, socioeconomic status, etc., is strictly prohibited.

**13. Prohibition of Child Labour and Forced Labour:**

Vendors shall not employ, engage or otherwise use any child labour. Vendors must refrain from participating in practices related to subcontracting with organizations that employ child and/or forced labour at any stage.

**14. Health & Safety:**

Vendors are encouraged to maintain a work environment that is both healthy and safe for employees, visitors, and third parties, in accordance with the conditions and requirements outlined in applicable laws and regulatory standards.

**15. Environmental Management:**

Vendors are required to conduct their operations in adherence to all regulatory mandates related to environmental management, emphasizing the preservation of the environment, judicious use of natural resources, and environmentally responsible waste treatment. Vendors are urged to incorporate best practices in environmental management to minimize the impact of their products, services, and operations on the external environment and actively mitigate such effects to the greatest extent possible.

**16. Human Rights:**

BFDL expects its Vendors to endorse and uphold the protection of human rights, ensuring they are not involved in any human rights violations. Vendors are strictly prohibited from tolerating any form of harsh and inhumane treatment towards employees/workers.

**17. Communities:**

Vendors shall endeavour to maintain cordial relationships with communities and avoid or minimize, to the extent possible, any negative impacts on communities due to their services/operations.

**18. Social Media/Publicity:**

Vendors and any of their employees and/or agents shall obtain prior written consent and/or approval before using any social media platforms and/or print media for posting/publishing information about BFDL. This restriction shall apply during the term of engagement and thereafter, and includes use of BFDL or end-client names, logos, trademarks, or references in marketing materials, case studies, or public statements.

**19. End Client Policies:**

Where services are rendered to an end client through BFDL, Vendors shall comply with all applicable end-client policies, including but not limited to information security, acceptable use, confidentiality, background verification, and workplace conduct requirements. Any breach of such policies shall be treated as a breach of this Code.

**20. Reporting Concerns to BFDL:**

BFDL believes in open and honest communication with its Vendors. Vendors and their employees/agents/representatives/subcontractors can raise concerns if they reasonably suspect or become aware of any violation of this Code and/or any applicable law/regulation through BFDL's Whistleblower channel as below.

Email: [bfdlwhistleblower@bajajfinservmarkets.in](mailto:bfdlwhistleblower@bajajfinservmarkets.in)

All concerns reported shall be handled confidentially, and there should be no retaliatory actions. Vendors must refrain from retaliating against any of their employees, agents, representatives, or subcontractors who have raised a concern in good faith through BFDL's whistle-blower channel.

**21. Enforcement, Breach & Consequences and Governing Law & Jurisdiction:**

Any breach of this Code shall be treated as a material breach of the Vendor's contractual obligations and may result in corrective action, suspension, termination of engagement, and/or reporting to regulatory or statutory authorities, without prejudice to BFDL's other rights and remedies. This Code shall be governed by and construed in accordance with the governing law and jurisdiction specified in the applicable MSA.

**22. Data Localization & Transfer:**

Vendors shall comply with applicable data localization requirements and shall not transfer data outside permitted jurisdictions without prior approval. Vendors shall also ensure timely purging, deletion, or anonymization of data in accordance with applicable laws, contractual requirements, and the Company's data retention and disposal policies.

**23. Training & Awareness:**

Vendors shall ensure periodic training for personnel on compliance, data privacy, and information security.