



FINSERV

BAJAJ FINANCE LTD.

Suppliers' Code of Conduct

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A. Introduction:

Bajaj Finance Limited, and its subsidiaries (individually “BFL”/ the “Company” and collectively is referred as “BFL Group”) places the utmost emphasis on ethical business conduct with integrity, transparency, and ownership, being the core integral values of BFL Group. BFL Group recognizes the significant role played by its suppliers in its success and strives to build enduring relationships based on mutual respect and understanding. This 'Suppliers' Code of Conduct' (“Code”) is designed to outline the essential standards of behaviour and ethical principles that BFL Group expects from its suppliers. All suppliers associated with BFL Group are required to familiarize themselves with this Code and comply with it. Compliance with this Code is required in addition to any other obligations in any agreement a Supplier may have with BFL Group.

The term "Supplier" means any entity or person that sells, or seeks to sell goods or services, to BFL Group including the Supplier's employees, agents, and other representatives. It includes entities with which the organization has a direct or indirect business relationship and which either (a) supply products or services that contribute to the organization's own products or services, or (b) receive products or services from the organization.

B. Applicability:

This Code applies to all Suppliers, defined as any third-party including vendors, consultants, contractors, and individuals, together with its employees, agents, or representatives, providing or seeking to provide products or services to Bajaj Finance Limited and its subsidiaries. Suppliers shall also ensure the compliance of this Code by all sub-contractors used by them (a) in connection with the provision of Suppliers' Services to BFL and its subsidiaries or (b) with whom Supplier shares any confidential information of the BFL group (or potential access to such confidential information) in accordance with the mutually agreed terms and conditions.

C. Requirements under the code:

Suppliers shall ensure the following and avoid any actions that violates the provisions of this Code:

a. Regulatory compliance:

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

b. Bribery and corruption:

BFL Group maintains a strict policy of zero tolerance for any instances of bribery and corruption. Likewise BFL Group refrains Suppliers acting in its personal capacity or/and on behalf of BFL Group from engaging in the acceptance, offering, promising, giving, or authorizing others to give, either directly or indirectly, any illicit payments, remunerations, gifts, donations, or similar advantages, while dealing with BFL Group and/or its employees, government officials, customers or their representatives to obtain or retain business; influence business decisions; and/or secure an unfair advantage;

Suppliers must conduct all interactions with BFL Group and/or on behalf of BFL Group ethically, fairly, and professionally.

c. Anti-Money Laundering, Anti-Terrorism Financing and Sanctions:

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

d. Conflict of interest:

Suppliers 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 BFL Group or its stakeholders.

Suppliers shall not extend any favour nor seek any favour from employee of BFL. In the event of such situations, Suppliers must promptly inform BFL over email id "whistleblower@bajajfinserv.in" and take corrective measures to alleviate the conflict.

e. Regulatory action against the Supplier:

Suppliers should notify BFL Group, if it becomes aware of any actions or investigations by any government or regulatory agency which may be initiated, ongoing or threatened in relation to a breach of such laws and regulations.

f. Confidentiality:

Suppliers shall ensure that confidential or proprietary information about BFL, BFL Group, its customers, employees or other parties, whose access has been gained by Supplier while working for BFL / BFL Group, and which 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 BFL Group.

g. Data Privacy:

BFL Group ensures that it complies with all applicable data protection laws and contractual requirements. BFL Group is committed to uphold highest data protection and privacy standards with respect to all personal data. BFL Group also expects its Suppliers to adhere to similar standards, when processing such personal data, including sensitive personal information and ensure that its employees, agents, representatives does not commit breach of privacy of any data (in physical or digital or oral form). In the event of any cyber-attack, supplier should inform BFL within 4 hours of the incident provided any information of BFL is stored and available with the Supplier on its systems.

h. Business Continuity:

Suppliers 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.

i. Third Party engaged by Suppliers:

In event Suppliers engage any third party to provide services/goods to BFL Group, Suppliers shall ensure that such third party adheres to this Code and does not indulge in any activity that violates the terms of this Code. Suppliers shall ensure that the Code is adhered by their employees, subsidiaries, business partners and subcontractors involved in providing services to BFL Group.

j. Employee relationship:

Suppliers shall ensure that their employees shall not indulge in wrongful claim of employment with BFL and Supplier is expected to ensure adherence of all relevant Labour laws and regulations and must ensure that their employees receive all statutory benefits as per applicable laws.

k. Non-discrimination and harassment free environment:

Suppliers 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.

l. Prohibition of Child Labour and Forced Labour:

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

m. Health & Safety:

Suppliers are encouraged to maintain 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.

n. Environmental Management:

Suppliers 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. Suppliers 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.

o. Human Rights:

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

p. Communities:

Suppliers shall endeavour to maintain cordial relationships with communities and avoid or minimize to the extent possible any negative impacts on communities due to supplier's products / services / operations.

q. Social Media/Publicity:

Suppliers and any of its employees and /or agents shall obtain prior written consent and/or approval before using any of the social media platforms and /or print media for posting/publishing information about BFL Group.

D. Reporting concerns to BFL:

BFL Group believes in open and honest communication with its Suppliers. Suppliers 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 the BFL's Whistle-blower channel as below.

Email: whistleblower@bajajfinserv.in

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