

BIRLASOFT’S SUPPLIER CONDUCT GUIDELINES

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1. Introduction

Birlasoft is committed to conducting business with the highest standards of integrity and ethics and expects the same commitment from its business suppliers, vendors, contractors and consultants. As a demonstration of that commitment, Birlasoft expects each vendor and supplier of goods/services to Birlasoft or to Birlasoft's clients on Birlasoft's behalf (collectively referred to herein as "Supplier" or "Suppliers") to recognize the value of, and comply with the following Supplier Conduct Guidelines ("Guidelines").

By following the Guidelines, Supplier will help ensure Birlasoft conducts its business for the benefit of all its stakeholders -- fellow suppliers, clients, shareholders, and employees -- with integrity and in an ethical manner. Birlasoft will consider Supplier's willingness to comply with these principles in the Supplier selection process and will monitor Suppliers' compliance once individual Suppliers are selected.

Birlasoft may require each Supplier to acknowledge annually in writing that Supplier has reviewed and continues to be in compliance with the Guidelines. In addition, Birlasoft may conduct audits of Suppliers and Supplier site visits to ensure compliance with the Guidelines. Suppliers will provide Birlasoft with reasonable access to all relevant information and premises for the purposes of such audits and site visits to assess compliance with the Guidelines.

Birlasoft reserves the right to revise the Supplier Conduct Guidelines at any time. As a Supplier of Birlasoft, you agree to comply with the following Guidelines. After reviewing these Guidelines, please execute the attached Supplier Certification Form (Exhibit A) and return to Birlasoft prior to beginning work or delivering the goods or services purchased.

2. Monitoring and Reporting

Birlasoft will use a risk-based approach to monitor Suppliers' implementation of and adherence to the Guidelines. Supplier would align its ERM Framework with Birlasoft to ensure suppliers compliance to sustainable ESG practices.

Suppliers are expected to identify, correct and monitor the continued compliance of any activities that are not in compliance with these Guidelines. If Supplier becomes aware of any actual or potential act or failure to act which is contrary to the Guidelines, Supplier must immediately notify Ethics Officer.

Where serious breaches of the Guidelines are identified and persist, Birlasoft will consider termination of the business relationship with the Supplier concerned.

3. Compliance with Laws

Each Supplier will be responsible for ensuring compliance by them with all relevant laws or legal obligations relating to any applicable registrations, licenses, maintenance of registers, and submission of returns to the authorities, environmental / occupational health / safety regulations, etc., from time to time. Birlasoft shall co-operate with the Supplier to enable procurement of registration / procurement of amendment to its existing registration under the applicable labour laws.

Each Supplier shall provide the proof of all applicable compliances including but not limited to licenses from the labour authorities, wages, ESI, PF, bonus, workmen's compensation, attendance and wages registers, contribution and/or payments and terminal benefits as may be payable or become payable under any law as well as deducting and remitting applicable taxes in respect thereof. Birlasoft shall not in any way be responsible in this regard either in part or in full. Each Supplier shall also not pay to its employees less than the minimum wages as may be notified by the Government/applicable authority from time to time. If it appears to Birlasoft that the Service Provider has not made payment in respect of wages, PF or ESI contribution, Birlasoft shall be entitled, but not obliged, to deduct from the Service Provider's bills an amount equal to wages, PF and ESI dues/contributions payable to the Supplier employees.

Each Supplier shall defend, indemnify and hold harmless Birlasoft, its successors, assigns, parent, Affiliates, subsidiaries and their respective officers, directors, agents and employees, at its sole cost and expense, from and against any action, suit or claim (including reasonable attorney's fee) arising out of or in any way connected with (i) its obligations under any Agreement signed with Birlasoft (ii) any action by a third party against Birlasoft that is based on any claim that Supplier is not permitted to initiate the Services for any reasons whatsoever under the applicable laws; or (iii) any action by a third party against Birlasoft that is based on any gross negligence or willful misconduct of the Supplier or employees or agents of Supplier. The provisions of this Clause shall survive the Term and expiry or termination of any Agreement signed with Birlasoft.

Each Supplier will comply with all applicable laws, regulations and standards in all of the countries in which it operates.

4. Labor Force and Employment Laws

Birlasoft is committed to doing business with Suppliers who do not engage in underage employment. Birlasoft's standard practice is to employ persons who are at least eighteen years old. Supplier may not employ persons working for or on behalf of Birlasoft who are under the age of eighteen without advance written consent by Birlasoft.

Each Supplier will maintain specific practices allowing individuals to report violations of employment and labor laws without fear of retaliation. Each Supplier will treat all employees with respect and dignity, and will not use corporal punishment, threats of violence, verbal or physical abuse, or other forms of physical coercion, or any threats, harassment, or intimidation.

Each Supplier must prohibit the use of, and must not use, involuntary labor, forced, bonded, or compulsory labor, and employees are free to leave their employment after reasonable notice. Suppliers will not require employees to lodge deposits of money or identity papers with Supplier. Each Supplier must comply with all applicable wage and hour laws and regulations, including, but not limited to, those relating to minimum wages, overtime hours, piece rates and other elements of compensation, and legally mandated benefits.

5. Non-Discrimination

Birlasoft is committed to doing business with Suppliers who are equal employment opportunity employers. Supplier must comply with all applicable employment laws and provide equal employment opportunities, both in its personnel actions as well as in its employment decisions. Supplier shall not permit or condone unlawful harassment or discrimination in its workplaces

Supplier shall not engage in, or support, any form of discrimination in hiring, employment terms, remuneration, and access to training, promotion, termination, or retirement procedures or decisions.

Forms of discrimination include, but may not be limited to: race, color, sex, gender identification, sexual orientation, religion, political opinion, nationality, social origin, social or marital status, indigenous status, disability, medical condition, HIV status, pregnancy, age, veteran status, and union membership.

6. Supplier Diversity

Birlasoft is committed to the development and growth of a strong and diverse supplier network. To the extent possible and practicable, each Supplier will be active in the inclusion of minority, women, small disadvantaged, and service disabled veteran owned businesses in its own procurement processes.

7. Environmental Laws

Each Supplier must comply with all applicable laws and regulations, such as requirements regarding chemical and waste management and disposal, industrial wastewater treatment and discharge, air emissions controls, environmental permits and environmental reporting. Each Supplier must also comply with any additional environmental requirements which may be specific to the products or services being provided to Birlasoft.

Each Supplier will consider the environmental impacts of its practices, the condition of its properties, and the health and safety of its customers and the public. Supplier will have processes in place to actively optimize the use of finite resources (such as energy, water, and raw materials), and will have appropriate management, operational and technical controls in place to minimize the release of harmful emissions to the environment. Supplier will make commercially reasonable efforts to attempt to eliminate wasteful practices, increase energy efficiency, and consider end-of-life recycling alternatives. Each Supplier will apply robust environmental practices in its operations.

Supplier will put in place appropriate measures to improve the environmental performance of products and services when in use, such as considering energy efficiency and end-of-use of supplied products and/or services at the design stage. Supplier will support innovative developments in products and/or services that offer environmental and social benefits.

8. Environmental Permits and Product Safety

All required environmental permits (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed. Suppliers shall comply with all applicable laws and regulations relating to environmental compliance and product safety.

9. Safety and Health Laws

Safety is a primary concern to Birlasoft. Each Supplier will provide a safe and healthy work environment in accordance with applicable national and international standards, laws, rules and regulations, and will provide appropriate health and safety information and training to its

personnel. Facilities and amenities, including employee accommodations where provided by Supplier, shall be hygienic, safe, and meet the basic needs of the employees.

Supplier will have systems and training to prepare for and respond to accidents, health problems and foreseeable emergency situations. Supplier will have a means for recording, investigating, and implementing learning points from accidents and emergency situations.

Each Supplier will prohibit the use or possession of narcotics, marijuana, drugs, or other controlled or non-prescribed substances (including alcoholic beverages except for moderate use at approved events) by personnel while performing Supplier business. Each Supplier must prohibit such use or possession by personnel on Birlasoft's premises or who are performing services for Birlasoft or its clients.

10. Freedom of Association

Each Supplier will enable open communication and direct engagement between personnel and management, which are critical to building personnel relationships and resolving issues.

Each Supplier will respect the rights of employees to join or not to join trade unions or similar representative bodies and their right to collective bargaining in accordance with local laws.

11. Intellectual Property and Confidential Information

Just as Birlasoft regards its patents, trade secrets, trademarks, copyrights and other intellectual property and proprietary rights as valuable corporate assets, Birlasoft requires each Supplier to respect the valid intellectual property and proprietary rights of third parties. Supplier shall not knowingly infringe on others' patents, trademarks, copyrights, or any other intellectual property or proprietary rights or misappropriate any trade secrets and/or confidential information or materials of other parties (including Birlasoft). Any personnel of Supplier who may be on site or given access to confidential information of Birlasoft must keep such information strictly confidential.

Supplier shall comply with its licensing agreements with third parties, as well as all applicable copyright laws regarding the authorized copying or use of copyrighted material. In addition, each Supplier who is involved with the development of software for Birlasoft shall avoid the unauthorized copying and use of software and other copyrighted material in the development of software on behalf of Birlasoft.

12. Privacy & Security

Information is a critical business asset and Birlasoft's ability to manage, control, and protect this asset is critical to Birlasoft's interests. "Information" shall be considered and defined in the broadest sense to include, but not be limited to: any research; intellectual property; personally identifiable information; information regarding business and product development; test and evaluation data; sales, marketing and business plans; customer and supplier information; information regarding supply chains, distribution, finance, human resources, consulting, partnerships, contracts, mergers and acquisitions; and any other information related or pertaining to Birlasoft, or Birlasoft's personnel, clients, subcontractors, and/or suppliers that would reasonably be considered "confidential" as such term or its equivalent is described in the underlying agreement.

13. Use of Information

Supplier must collect, use, or access Information only in compliance with applicable laws and these Guidelines:

Supplier shall make its personnel aware of the key elements of the Guidelines to ensure they understand their personal responsibilities.

Supplier shall educate/train staff in how to implement the Guidelines. Supplier may substitute its own privacy and security training for training on the Guidelines if such training is comprehensive and materially addresses the same requirements addressed within the Guidelines.

Supplier shall implement procedures to confirm that the services being performed for Birlasoft are compliant with the Guidelines.

14. Confidential Information and Privacy

Birlasoft values and protects Information, including information about its customers, personnel, operations, finances and business plans. Supplier will preserve Birlasoft Information as confidential and in accordance with confidentiality agreements and proprietary/confidential legends. Any disclosure of Birlasoft Information by Supplier is prohibited. This includes inadvertent disclosures, which means that Supplier shall not have discussions involving Birlasoft Information in public areas where discussions could be easily intercepted or overheard. Supplier may use Birlasoft Information solely for the purpose for which it is provided under the applicable agreement or in compliance with the confidential/proprietary legend and must not make independent use of Birlasoft Information.

15. Equipment and Information Security

To safeguard against unauthorized access to Information by third parties outside Birlasoft, all electronic Information containing confidential information of Birlasoft held by Supplier shall be maintained on systems that are protected by secure network architectures that contain firewalls, regularly monitored intrusion detection devices, and strong encryption. The servers holding Information shall be “backed-up” (i.e. the data is recorded on separate media) on a regular basis to avoid the consequences of any inadvertent erasure or destruction of Information, and such back up media shall also be encrypted. The servers shall be located in facilities with comprehensive security and fire detection and response systems.

16. Birlasoft Property and Resources

Birlasoft property and resources are highly valuable. Supplier may not take, sell, lend, give away, license, assign, damage or otherwise dispose of such property or resources, regardless of its condition or value, unless Supplier has specific written authorization from Birlasoft to do so.

17. Background Checks

Supplier personnel shall not perform any work for Birlasoft if the appropriate pre-placement screening (as detailed below) discloses information that Supplier would reasonably conclude

would make the individual unacceptable for placement at Birlasoft (“Unacceptable”). The following are specific requirements for pre-placement screenings of Supplier personnel

performing services for Birlasoft based upon the type of access to Birlasoft assets the personnel will have:

Supplier personnel providing services for or on behalf of Birlasoft must, at a minimum have, to the extent permitted by law:

- (1) A national-level (i.e. not limited to local geography) criminal background check, and
- (2) Checks performed against the terrorist watch, “Specially Designated National” or “Blocked Person” lists under U.S. Executive Order 13224, published by the U.S. Department of the Treasury’s Office of Foreign Assets Control. The parties agree that Supplier personnel having either (i) been convicted of any felony or a misdemeanor involving theft or dishonesty, or (ii) been flagged under the “Specially Designated National” or “Blocked Person” list are considered Unacceptable for placement on Birlasoft Services.

Supplier shall conduct all pre-placement screenings in accordance with applicable law.

18. Criminal Activity

Supplier shall immediately remove individuals from the services being performed for Birlasoft and from Birlasoft property, if Birlasoft or Supplier becomes aware of any criminal activity committed by such individual.

Supplier shall comply with all applicable laws when removing any individual from Birlasoft’s premises.

Supplier must inform its Birlasoft business contacts immediately after becoming aware of Criminal activity information that would suggest a threat of physical harm to Birlasoft Property or personnel.

19. Integrity of Business Records and Compliance with Accounting

a. Procedures

Birlasoft requires each Supplier to strive for accuracy and reliability in the preparation and maintenance of business records, as mandated by law, and for the proper discharge of its financial, legal, and reporting obligations. Each Supplier shall ensure that all business records, accounts, and reports to government agencies, and others, are prepared with care, accuracy, and honesty. Each Supplier shall ensure that all personnel involved with the preparation or delivery of financial statements or financial information prepare accurate and complete financial statements and financial information that fairly represent Supplier's financial condition and results of operations in all material respects.

Each Supplier shall record all corporate funds, assets, and liabilities in accordance with appropriate corporate accounting procedures and in accordance with applicable laws and regulations. Each Supplier shall ensure that all bank accounts and other accounts and funds shall be reflected on the books or other financial statements of Supplier. Each Supplier shall

ensure that it properly discloses any additional information about its financial condition or operations that is required by federal securities laws or generally accepted accounting principles.

20. Laws Relating to Government and Regulatory Agencies and Dealings with

a. Public Officials

Each Supplier will ensure that information it provides to government and regulatory agencies, whether orally or in writing, is truthful, accurate and complete. Supplier shall comply with all applicable lobbying laws and public disclosure requirements, particularly those that apply to registrations and filings.

b. Competition Laws

Birlasoft firmly believes that fair competition is fundamental to the continued success of the free enterprise system. Any agreement or activity that unnaturally affects matters such as price, other terms of sale, marketing territory, and methods of distribution, choice of customers and suppliers, or volume of production may violate laws which regulate competitive practices. Each Supplier shall comply with all applicable laws and regulations which regulate competitive practices.

c. Anti-Boycott, Export Control and Anti-Corruption Laws

Each Supplier will comply with all applicable anti-boycott, export controls and customs laws when exporting goods or technology from the United States to a foreign country, or any time it exports goods with United States components or United States technology from outside the United States to a foreign country.

Birlasoft has a zero-tolerance policy in relation to bribery and corruption. Birlasoft reserves the right to immediately terminate any Supplier who is not in compliance with these requirements. In conformance with Geo-specific anti-corruption laws and regulations including but not limited to the United States Foreign Corrupt Practices Act (the "Act"), Supplier shall not offer, pay, give, promise to pay or give, or authorize the payment of money or anything of value directly or indirectly to any foreign official for purposes of:

- 1) influencing any act or decision of the foreign official in such person's official capacity; inducing the foreign official to do or omit to do any act in violation of such person's lawful duty; or securing any improper advantage; or
- 2) inducing the foreign official to use such person's influence with a foreign government or instrumentality to affect or influence any act or decision of the government or instrumentality; in order to assist Supplier, or Birlasoft or its affiliates to obtain or retain business for, with, or directing business to, any person.

The Act defines a "foreign official" as (a) any elected or appointed official of a local, state, provincial or national government outside the United States irrespective of rank, title or stature of such person; (b) any candidate for office in any local, state, provincial or national government outside the United States; (c) any official or political party outside the United States; (d) any official in a public international organization; and (e) any official or representative of a business that is owned or controlled by a government outside the United States. Supplier shall also

comply with any other applicable anti-corruption statutes governing the services provided by Supplier.

Additionally, in conformance with the UK Bribery Act of 2010, Supplier shall not offer, promise, or give a financial or other advantage to another person, whether a national of the U.K., U.S. or elsewhere, with the intention of inducing or rewarding a person to perform certain functions improperly, where there is an expectation that those functions are to be performed in good faith, impartially, or in a position of trust; and requesting, agreeing to receive, or accepting a financial or other advantage from another person whether a national of the U.K., U.S. or elsewhere, intending that, in consequence, a relevant function or activity (as explained above) should be performed improperly or as a reward for the improper performance of a relevant function.

d. Human Rights Compliance

This statement to be added- "All Suppliers and any supplier related person, should be aligned to all the clauses of [Birlasoft's Human rights policy](#) as published below herewith. As mentioned in the policy the supplier should always abide and respect all clauses related to Child labor, Human trafficking, Employee wellbeing, nondiscrimination."

e. Insider Trading Compliance

This statement to be added- "All suppliers and anyone being contractually employed by Birlasoft, shall comply with all requirements under both law and regulation regarding the disclosure of unpublished price sensitive information, and in particular to the Rules, Regulations and guidelines issued by the Securities & Exchange Board of India, the Stock Exchanges and Birlasoft's Code of Conduct for prohibition of insider trading. All suppliers and anyone being contractually employed by Birlasoft , should avoid making any statements that might risk a breach of these requirements."

21. Business Ethics Conflicts of Interest

Birlasoft 'Code of Conduct (COC) and Ethics policy' requires its Directors, officers, employees and external stakeholders to observe high standards of ethics in conduct of their duties and responsibilities. A detailed list of potential conflict of interest and desired behavior from its stakeholders are enumerated in the said policy.

The Supplier shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company. Any potential Service Provider linked to the Organization as an ex-employee or contractors shall require a minimum cooling period of Two year (2) from the last day with Birlasoft to be eligible to be considered in the Procurement Vendor selection process. Should a real or potential conflict of interest arise, full disclosure must be made to the Ethics Officer as soon as Service Provider becomes aware of it. Service Provider is expected to obtain the Employer's consent before representing anyone whose interests are adverse to the Employer's interest.

The Service Provider shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Service Provider undertakes that he has not given, offered or promised to give

directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf.

To the extent that Supplier is related by birth, marriage, and family relations or otherwise to Birlasoft personnel (particularly any personnel involved in a business transaction with Supplier), such relationships must be disclosed exclusively in the Supplier information form or Supplier Questionnaire Form prior to entry into a transaction. Once potential conflicts are analyzed and cleared, an arm's length process may continue.

All activities and transactions performed by the Service Provider, its sub-contractors and their employees/personnel under the Contract shall be carried out in a proper, lawful and truthful manner. All financial statements, reports, invoices, and other documents rendered in connection with the Services shall completely and accurately reflect the activities and transactions referred to therein. The Service provider shall immediately notify the Employer as soon as he becomes aware of any breach of this Clause and indemnify Birlasoft against any loss or expense incurred.

22. Insurance Requirements

Supplier will at all times maintain or endeavor to maintain in effect insurance, in amounts and types as required by the applicable agreement between Supplier and Birlasoft. The lack of insurance coverage does not reduce or limit Supplier's obligation to comply with these Guidelines.

23. INTERPRETATION

To the extent these Guidelines differ with obligations set forth in any agreement entered into between Supplier and Birlasoft, Birlasoft and Supplier agree to interpret the obligations cumulatively and to resolve any potential conflicts in a manner that provides the highest standard of conduct and protection to Birlasoft.

EOHS Policy Statement



We, at Birlasoft Limited, are engaged in software development, consulting and support services. We are committed to implementing our Environmental Occupational Health, and Safety (EOHS) policy in a way that is most appropriate to our activities, products, and services.

This will be achieved through:

- Identifying activities, products, and services that cause or may cause pollution and implementing measures to prevent, reduce or control pollution where technically and economically viable
- Considering the relevance of internal and external issues
- Considering the needs and expectations of interested parties and their compliance obligations
- Identifying occupational hazards and environmental aspects and implementation of necessary control measures
- Identify new technologies and renewable energy solutions towards energy conservation
- Extending environmental activities and programs to reduce environmental impact beyond Birlasoft boundaries through CSR
- Protection of environment, and preventing injuries, and ill-health at workplace
- Setting, and periodically reviewing objectives and targets in the areas of waste reduction, conservation of natural resources, and reduction of hazards

- Complying with Green IT norms while procuring, managing, and retiring IT assets through safe E-waste disposal
- Considering environmental aspects while designing new infrastructure, products, and during procurements
- Complying with applicable legal and other requirements to which Birlasoft subscribes, which is related to its EOHS aspects and hazards
- Creating continual awareness in all employees and vendor staff
Continually improve our EOHS management system performance

EXHIBIT A

Supplier Certification Form

I, a duly authorized officer of _____ (the "Supplier"), hereby certify, on behalf of the Supplier, that I have reviewed both of (i) the Supplier Conduct Guidelines; and (ii) Code of Conduct and Ethics; and understand the compliance obligations contained therein.

I hereby certify that the supplier is in compliance with the Birlasoft's Supplier Conduct Guidelines and its Code of Conduct and Ethics and will endeavor in good faith to remain in compliance throughout the tenure of its relationship as a supplier to Birlasoft. I agree and acknowledge, on behalf of Supplier, that failure to comply with such Guidelines may result in Supplier's termination as a supplier to Birlasoft.

Further, I acknowledge, on behalf of the Supplier, that any liability resulting from the failure of Supplier to remain in compliance with the Guidelines captured in above documents is strictly the responsibility of Supplier and shall not be attributable to Birlasoft.

We further hereby confirm that :

- We /our organization have no direct or indirect relations with anybody currently working in Birlasoft as an employee.
- We /any of the key leadership / employee / representative has not been an employee of Birlasoft in past 3 years

(or)

..... working in Birlasoft in the capacity of..... is related to us/ our organization in the capacity of

(Strike out whichever is not applicable)

[Signature of duly authorized person with company seal]

Name

Title

Date