



VENDOR CODE OF CONDUCT

Version	Approval Date	Approving Authority
Version V1	27 th April 2022	Board of Directors
Version V2	05 th August 2023	Board of Directors

Vendor Code of Conduct

Introduction

As outlined by our Code of conduct and Ethics, Vivriti Capital Limited and its subsidiary(s) (Vivriti') is committed to conduct its business in an ethical, legal and socially responsible manner.

Vivriti firmly believes that the Vendors are an integral part of our ecosystem and is committed to create an environment where our Vendors are confident that they are treated with respect. Vivriti also expects its Vendors to confirm to a similar code of conduct. The Vendor code of conduct ('Vendor Code') details the expectations that Vivriti has from its Vendors.

Scope

This policy applies to all vendors of Vivriti Capital Ltd and Vivriti Asset Management Pvt. Ltd.

The term 'Vendor' means any company, corporation, person or other entity that sells, or seeks to sell goods or services, to Vivriti including the Vendor's employees, agents and other representatives. Vivriti has classified its vendors into three major categories –

1. Vendor who refer People – This refers to contractors (business & support) who refer manpower to Vivriti at all its locations as an integral part of the workforce.
2. Vendor of Services – This refers to partners/agencies which provide essential services (such as catering, food and beverage counters, transportation, construction, and any other support extended to other verticals like Credit, Risk, Tech) at all locations.
3. Vendor of Products – This refers to partners who supply products to Vivriti (such as hardware, software, electrical/electronic equipment, furniture, heavy equipment, stationery etc.) across all locations.

Vivriti firmly believes in conducting all business transactions with integrity and transparency and ensures that it is ethical, sincere and open in all its transactions. We expect our Vendors to uphold the values of integrity and ethics in all business dealings, which are in line with the Vivriti policies and applicable laws.

The Vendor Code is made up of six sections as follows –

Sections A, B, C and D outline standards for Ethics and Compliance, Labor Practices and Human Rights, Health & Safety and Environment respectively

Section E covers management system to be put in place by the Vendors and obligations of Vendors.

Section F provides periodical review of the Code and approval of the Board.

A. ETHICS AND COMPLIANCE WITH LAWS

1. Uphold Business Integrity and Ethics

Vivriti enjoys a hard-won reputation for honesty, integrity and fair dealing. Vivriti is subject to all applicable anti-bribery and corruptions laws including but not limited to Prevention of Corruptions Act, 1988 (India). The Vendors should ensure that they comply with the relevant laws in both letter and spirit.

Vivriti has a zero tolerance policy with respect to any form of bribery and/or corruption. Vivriti does not permit such actions, nor do we allow third parties acting on our behalf such as agents, consultants, vendors and contractors to make any such payments. The vendor shall ensure the following-

- a. Implement monitoring and enforcement procedures to ensure compliance with applicable anti-bribery and corruption laws;
- b. Raise invoices and claims in line with the agreed services and supplies, along with the supporting documents;
- c. Perform all business dealings transparently and maintain accurate details of the same in its books and records;
- d. Never offer, directly or indirectly, any form of gift, entertainment or anything of value to anyone on behalf of Vivriti including government officials, customers or their representative to obtain or retain business; influence business decisions; and/or secure an unfair advantage;
- e. Abstain from offering any bribe, kickbacks and/or facilitation payments to any of the employees/representatives of Vivriti and/or any government officials.

2. Conflict of Interest

This includes situations where a Vivriti employee may have an interest of any kind in the Vendor's business, whether through personal relationships, investments or any kind of economic ties with the Vendor. In event of any conflict of interest arising at the time of empanelment or prior/post/during the engagement, Vendors are required to promptly disclose such situations to Vivriti.

3. Quality & product responsibility

Vendors must ensure that the quality of product/service delivered shall be in-line with all the agreed terms and conditions. Vendors shall adhere to all applicable laws and regulations regarding prohibition or restriction of specific substances, including labelling of products, if required.

4. Fair Business, Advertising and Competition

Vendors must uphold best standards of fair business, advertising and competition. Vendors shall not engage in collusive bidding, price fixing, price discrimination, or any other unfair/restrictive trade practices in violation of applicable laws.

5. Confidentiality

Vendors must ensure that confidential or proprietary information about Vivriti, its clients, employees or other parties, which has been gained through employment or affiliation with Vivriti, is not used for personal or professional advantage. The confidential information also extends to any employee data, personal data or third-party information as shared by Vivri.

6. Intellectual Property Rights

The Vendor shall take all steps to adhere to the intellectual property rights of Vivriti including but not limited to the Vivriti copyrights, patents, trade secrets and trademarks.

7. Data Privacy

Vivriti ensures that it complies with all applicable data protection laws and agreed contractual provisions.

The Vendor shall also comply with obligations under applicable data protection laws and agreed contractual provisions, and ensure adequate measures are implemented to address technical and organizational security measures, data access rights, transfer of data and retention of data, while processing data shared, owned, controlled and managed by Vivriti. The Vendor is expected to fully cooperate with Vivriti and provide reasonable access to data processing facility, for conducting investigations into the reported data breach incident, if any.

8. Information Security

Vivriti has a holistic Vendor Information security risk assurance process which helps in identification of Information security risks through different stages of vendor relations with the end objective of safeguarding critical & sensitive information; and information systems handled by vendors. Vivriti expects its vendors to comply with the applicable laws and regulations and Vivriti security requirements as communicated from time to time and included under the agreement.

Vendor organization is responsible for agreeing on service deliverables, ensuring compliance against contractual security requirements, extending support on annual security assessments, ensuring timely notification of incidents and notifying major changes/vulnerabilities to Vivriti.

Vendor is expected to comply with the following:

1. Upon becoming aware of any security incident/breach involving Vivriti or Vivriti's customers data, notify Vivriti within 12 hours
2. Mitigate any security risks identified as part of due diligence assessment

performed by Vivriti on the Vendor's security practices

9. Business Continuity

The Vendor shall ensure that there are plans and procedures to resume business in the event of any physical disaster (e.g. Such as fire, flood, wind, earthquake, explosion, etc.) or work stoppage of any kind (e.g. Labor strike, economic/social structure breakdown, etc.). Subject to mutual agreement on business continuity plan terms by both parties, the Vendor shall resume services within committed timelines following a disaster or work stoppage event.

10. Vivriti Brand Name and Logo, Media Rights

Our logo is the most prominent symbol of our products, platforms, and services. The Vendor shall ensure the following.

- i. All usage of the Vivriti logo must strictly adhere to Vivriti brand guidelines with respect to colour, appearance and size.
- ii. All manifestations of the Vivriti brand including but not limited to case studies, brochures and advertisements must be in accordance with established brand guidelines;
- iii. Vendors shall not use Vivriti brand name, logo or any other visual vehicles implying or representing Vivriti without explicit consent

Vendors shall not use the logo or Vivriti's name or make any comments about their engagement with Vivriti in the media without prior written approval from Vivriti and in accordance with directions issued by Vivriti in this regard. The specific content of any media report and/or comments and details of usage shall be shared for prior written approval with Vivriti.

11. Third Party engaged by Vendor

The Vendor shall not engage with any third party for providing services or products to Vivriti and/or sub-delegate any services without prior consent from Vivriti unless otherwise agreed in the contract/agreement with Vivriti. In event the Supplier engages (with prior written consent of Vivriti) any third party to provide services/goods to Vivriti in accordance with and as agreed in terms of the respective contract, the Vendor shall ensure that such third party adheres to Vendor this Code and does not indulge in any activity that violates the terms of the Vendor Code. The Vendor shall be responsible to monitor compliances by such third party and determine that they are in accordance with the applicable laws and regulations. Breaches, if any by the third party must be informed to Vivriti within the timeframe as agreed in the respective contract.

12. Compliance with Laws and RBI guidelines

Vendors shall fully comply with all applicable national and/or local laws and regulations, treaties and industry standards including, but not limited to, those related to labor, immigration, health and safety and the environment and "Directions on Managing Risks and Code of Conduct in Outsourcing of Financial Services by NBFCs" or any other guidelines issued

by Reserve Bank of India as may be applicable. The Vendor shall maintain all records of such compliance as mandated under the applicable laws and provide the same to Vivriti upon request.

B. LABOR PRACTICES AND HUMAN RIGHTS

1. Wages and Benefits

Vendors shall comply with all applicable labour laws and regulations including but not limited to minimum wages, duration of payment, overtime hours, equal remuneration and other elements of compensation. All legally mandated benefits viz. leaves, social security, insurance etc. shall be provided by the Vendors to its employees. Deductions, if any, from wages shall be made in strict compliance with the applicable laws. Vendors shall not use deductions from wages as a disciplinary measure.

2. Working hours

Vendors shall comply with prevailing applicable laws and regulations on working hours, overtime and maximum hours. Vendors shall carry out its business in a manner that limits overtime to a level that ensures humane and productive working conditions.

3. Child labor

Vendors shall not employ, engage or otherwise use any child labor. Vivriti expects its vendors to not engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, ILO Minimum Age Convention and Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention. The term 'child' refers to any person employed normally under the age of 14 where the law of the country permits, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest.

4. Human Rights

Vivriti expects its vendors to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

5. Non-Discrimination

Vendors shall not discriminate in hiring or employment practices based on pregnancy, childbirth or related medical conditions, race, religious creed, colour, sex, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, union membership or any other criteria protected under law. Vendor shall uphold the dignity of its employees at all times and work towards establishing and reinforcing a positive work culture.

6. Harassment

Vivriti expects its Vendors to provide a harassment-free workplace for everyone. Harassment based on any protected criteria is unlawful and the Vendors shall not commit any act, which is not in compliance with applicable laws. Vivriti has a zero-tolerance policy with respect to any form of harassment including sexual harassment and the Vendors shall take appropriate initiative to ensure a harassment-free workplace by way of publication of policies, periodic trainings and requisite & timely support to affected parties.

C. HEALTH AND SAFETY

Vendors shall provide their employees safe and healthy workplace, which is in compliance with all applicable safety and health laws, regulations, and practices. Vendors shall ensure that all legal requirements including but not limited to occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food and housing are addressed. Vendors shall take adequate steps to minimize the causes of hazards inherent in the working environment. Vendors shall take adequate steps to address the issue of substance abuse and shall prohibit the use, possession, distribution or sale of illegal drugs in their supply chain,

D. ENVIRONMENT

As part of our commitment to create a responsible supply chain, Vivriti expects its Vendors to operate in a manner that is sustainable and strives to protect the environment. The Vendors are expected to adhere to requisite standards of usage of energy and emissions and water. They should be persistent in waste management efforts and ensure responsible disposal of waste.

E. REPORTING CONCERNS AND VIOLATIONS

It is important that Vendors report all suspected violations, including retaliation. Retaliation includes adverse actions, harassment, or discrimination on a professional front relating to the reporting of a suspected violation. Vivriti will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation. Vivriti is committed to fairly assess all the issues raised and provide resolution.

Violation of this Vendor Code will result in termination of business relationship/association/contract of the respective Vendor with Vivriti at the option of Vivriti.

F. REVIEW

This Vendor Code shall be reviewed and placed for approval by the Board, at such intervals as may be deemed fit, from time to time.