

Supplier Code of Conduct

Master List Ref FSL/GCT/SCOC/001	Release Date December, 2022	Review Date January, 2024	Next Review Date January, 2025
Version: 1.0	Process Owner GCT	Reviewed by VP - Procurement	Approved by SVP & CCO

This document is the sole property of Firstsource Solutions Limited. Any use or duplication of this document without express permission of Firstsource Solutions Limited is strictly forbidden and illegal.

Index

Sr. No.	Description	Pg. No.
1	Introduction	2
2	Ethics And Compliance With Laws	2
3	Labour Practices And Human Rights	4
4	Health And Safety	5
5	Environment	5
6	Violations & Raising Concerns	6

INTRODUCTION

This Sustainable Supply Chain Management (SSCM) Code of Conduct applies to all the suppliers, vendors, contractors and companies who provide Firstsource with products and services (suppliers, vendors, contractors and companies who provides us with products and services shall henceforth be referred as “Suppliers”). It states our expectations from suppliers with respect to their compliances and business commitments towards environmental, social and governance best practices.

Firstsource recognises that our suppliers are independent entities; however, the business practices and actions of a supplier may impact on or reflect upon Firstsource. Sustainability is deemed to make significant contribution to company’s success and suppliers plays a major role in this.

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

A. ETHICS AND COMPLIANCE WITH LAWS

We expect our Suppliers to partner with us with integrity and in an ethical manner.

1. **Uphold Business Integrity and Ethics:** The Suppliers should ensure that they comply with the relevant anti-bribery and corruption laws in both letter and in spirit. FSL has a zero-tolerance policy with respect to any form bribery and/or corruption. The Supplier shall ensure the following:
 - a. Implement monitoring and enforcement procedures to ensure compliance with anti- bribery and corruption laws
 - b. Raise invoices and claims in line with the agreed services and supplies, along with the supporting documents
 - c. Never offer, directly or indirectly, any form of gift, entertainment, or anything of value to anyone on behalf of Firstsource including government officials, customers or their representatives to obtain or retain business; influence business decisions; and/or secure an unfair advantage
 - d. Abstain from offering any bribe, kickbacks and/or facilitation payments
2. **Conflict of Interest:** This includes situations where an Firstsource employee or director may have an interest of any kind in the Supplier's business, whether through personal relationships, investments, directorships or any kind of economic ties with the Supplier. In event of any conflict of interest arising at the time of empanelment or prior/post/during engagement, Suppliers are required to promptly disclose such situations to Firstsource
3. **Quality & Product responsibility:** Suppliers must ensure that the quality of product/service delivered shall be in-line with all the contract terms and conditions.

Suppliers 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:** Suppliers must uphold standards of fair business, advertising, and competition. Suppliers shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of applicable antitrust laws
5. **International Trade:** Suppliers will comply with all applicable laws and regulations concerning importing, exporting, re-exporting or transfer of Firstsource products and services.
6. **Maintenance Of Records:** Suppliers must maintain their books and records as per applicable laws and regulations.
7. **Confidentiality:** Suppliers must ensure that confidential or proprietary information about Firstsource, our clients, employees, or other parties, which has been gained through employment or affiliation with Firstsource, 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 Firstsource.
8. **Intellectual Property Rights:** The Supplier shall take all steps to adhere to the intellectual property rights of Firstsource including but not limited to the Firstsource copyrights, patents, trade secrets and trademarks.
9. **Data Privacy:** Firstsource along with its subsidiaries ensures that it complies with all applicable data protection laws and contractual requirements. Firstsource is committed to uphold highest data protection and privacy standards with respect to all Supplier data and Personally Identifiable Information (PII).¹ We expect our Suppliers to adhere to similar standards.
The Supplier shall also comply with obligations under applicable data protection laws and contractual requirements, 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 personal data owned, controlled and managed by Firstsource. Supplier shall inform Firstsource of any instance of data breach within 12 hours of discovery of the same on whistleblowing@firstsource.com. The Supplier is expected to fully cooperate with Firstsource and provide them with reasonable access to data processing facility, for conducting investigations into the reported data breach incident.
10. **Compliance with Laws:** Suppliers 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 labour, immigration, health and safety and the environment. The Supplier shall maintain all records of such compliance as mandated under the applicable laws and provide the same to Firstsource upon request.

11. **Firstsource Brand Name and Logo:** Our logo is the most prominent symbol of our products, platforms, and services. The Supplier shall ensure the following.
 - a. All usage of the Firstsource logo must strictly adhere to Firstsource brand guidelines with respect to colour, appearance, and size.
 - b. All manifestations of the Firstsource brand including but not limited to case studies, brochures and advertisements must be in accordance with established brand guidelines
 - c. Suppliers shall not use Firstsource brand name, logo or any other visual vehicles implying or representing Firstsource without explicit consent

12. **Firstsource Media Rights:** Suppliers shall not make any comments about their engagement with Firstsource in the media without prior approval. The specific content of any media report and/or comments and details of usage shall be shared for approval with Firstsource.

B. LABOUR PRACTICES AND HUMAN RIGHTS

Firstsource is committed to uphold human rights of the workers and treating them with dignity and respect.

- 1. Wages and Benefits:** Suppliers shall comply with all applicable wage 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 Suppliers to its employees. Deductions, if any, from wages shall be made in strict compliance with the applicable laws. Suppliers shall not use deductions from wages as a disciplinary measure.
- 2. Working hours:** Suppliers shall comply with prevailing applicable laws and regulations on working hours, overtime and maximum hours. Suppliers shall carry out its business in a manner that limits overtime to a level that ensures humane and productive working conditions.
- 3. Child labour:** Suppliers shall not employ, engage, or otherwise use any child labour. Firstsource expects its suppliers 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 Labour Convention. The term 'child' refers to any person employed normally under the age of 18 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. Forced or compulsory labour/No Human Trafficking:** Suppliers shall not engage in any instance of forced, bonded or compulsory labour and/or slavery or trafficking of people in their supply chain. All employment with Suppliers shall be voluntary and employees shall be free to leave their employment in compliance with applicable laws. Workers will not be required to surrender any government-issued identification, passports or work permits as a condition of employment. Excessive fees are unacceptable, and Supplier shall disclose all fees charged to workers.
- 5. Human Rights:** Firstsource expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.
- 6. Humane Treatment:** Supplier shall not tolerate any instance of harsh and inhumane treatment including but not limited to sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers, including the threat of any such treatment. Supplier shall clearly lay down and

communicate to workers the disciplinary policies and procedures in this regard. Suppliers shall have a written policy that bans any form of discrimination, harassment and/or bullying² and provides for a grievance mechanism to address any concerns raised by its employees.

7. **Non-Discrimination:** Suppliers 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. Supplier shall always uphold the dignity of its employees and work towards establishing and reinforcing a positive work culture.
8. **Harassment:** Firstsource expects its Suppliers to provide a harassment-free workplace for everyone. Harassment based on any protected criteria is unlawful and the Suppliers shall not commit any act, which is not in compliance with applicable laws. Firstsource has a zero tolerance policy with respect to any form of harassment including sexual harassment and the Suppliers 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

Firstsource expects its Suppliers to provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations.

Suppliers shall provide their employees safe and healthy workplace, which follows all applicable safety and health laws, regulations, and practices. Suppliers 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. Suppliers shall take adequate steps to minimize the causes of hazards inherent in the working environment. Suppliers 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, we expect the suppliers to operate in a manner that is sustainable and strives to protect the environment.

1. **Energy and Emissions:** Firstsource expects its suppliers to participate, at a minimum and co-create solutions to minimize and regulate the wastage of energy.
2. **Waste:** Firstsource has been persistent in its waste management efforts and ensures reuse, recycling and the responsible disposal of waste, The Suppliers shall participate in this process and take steps to reuse and recycle their products.
3. **Water:** Firstsource expects its suppliers to participate, at a minimum and co-create solutions to achieve water sustainability.

E. VIOLATIONS

Failure to comply with this Code or any other applicable law/regulations by suppliers will be treated seriously and appropriate action may be taken which can also include termination of Firstsource's business relationship/ association/ contract with the Supplier.