

Supplier Code of Conduct

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Approver	Executive committee
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Review Frequency	Yearly

This Code shall be review and updated at least on yearly basis. Changes in guidelines/processes discussed in this Code, if warranted due to any amendments/changes in the guidelines issued by regulatory authorities or the policies adopted by the Bank from time to time, shall be communicated to all concerned by the Document Owner by way of Circulars, if such amendments/changes occur before the due date for renewal of this Code. All such Circulars shall form part of this Code and to be read accordingly. The National Procurement Committee shall be apprised about the details of such Circulars on an annual basis.

Note:

“Ujjivan Small Finance Bank Ltd” would be hereinafter referred to as “Ujjivan/Bank/Ujjivan SFB/USFB” in the Code, depending upon the usage.

The term ‘Supplier’ for the purpose of this Code means any third-party including service providers, vendors, consultants, contractors, or individuals, together with its employees, agents, subcontractors, or representatives, providing or seeking to provide products or services to the Bank.

Purpose

At Ujjivan we are committed to uphold moral and honest business practises in all Supplier partnerships. This supplier code of conduct outlines the standards and requirements for suppliers who provide goods or services to the Bank. Abiding by this code, Suppliers protect the Bank's reputation, promote moral behaviour, and foster long-lasting, mutually beneficial relationships.

Objectives

Compliance with Laws

Suppliers are required to adhere to all laws, specifically provisions of labour law and tax laws and regulations that are relevant and applicable in the jurisdictions in which they operate and document the same for verification purposes. All such applicable documentation shall be provided by Supplier to the Bank as and when requested by the Bank for due diligence and compliance perspective. This shall also include all but not limited to laws and rules related to corruption and bribery as well as those concerning human rights, data privacy, fair competition, environment etc.

Ethical business practice and Integrity:

Suppliers must conduct their business with the highest standards of honesty, integrity, and transparency. They should avoid any actions that could give rise to a conflict of interest or undermine the trust placed by customers / stakeholders in Ujjivan. Ujjivan does not tolerate bribery or corruption or money laundering in any form. Any sort of bribery, corruption, money laundering or unethical activity must be prohibited by Suppliers and those acting on their behalf. The Supplier shall not promise or give unlawful benefits, gifts, or payments to any Ujjivan's employee or to related family member, directly or indirectly. If supplier accesses, receives, or processes any kind of confidential or proprietary information about the Bank, our customers, employees, or other parties, the same shall neither be used for personal or professional advantage nor be unauthorizedly disclosed or shared with any third party. The Supplier shall also ensure that such data that is required by them in the normal course of their business with the Bank shall be purged at periodic intervals (~~periodicity may differ from case to case~~) as per the terms of the contract and arrangement, and a certification thereof should be provided to the Bank.

Reporting and Compliance:

Suppliers are expected to report to Vendor.com@ujjivan.com email id if they find any violations or suspected violations of this code of conduct. All the reported concerns shall be treated confidentially without retaliation. In case of any investigation by Bank on violations/suspected violation of this code of conduct, the Suppliers shall fully cooperate with the Bank and if any non-compliance is found, they must take the proper corrective measures as per the agreed terms with the Bank or as per SLAs, as applicable. Suppliers shall always comply with all applicable laws, regulations and other statutory requirements/obligations and document the same for verification purposes.

Data Privacy and Confidentiality:

Suppliers are expected to use extreme caution while handling any personal data, private or delicate information pertaining to Ujjivan, its employees, customers, or other parties, and make sure it is shielded from unauthorised access and use. They must adhere to applicable data protection laws, information security laws, regulations and guidelines issued by the Bank and uphold reasonable security precautions. Ujjivan expects that Supplier to have and provide the data protection policy and appoint a person who is responsible for answering in case of data breach. Supplier shall ensure strict adherence to RBI guidelines in reporting any cyber incident, whether it results in loss of data or otherwise,

for onward submission to RBI. The Supplier shall at all times have all applicable physical, technical, administrative, cyber security measures to safe guard the data of the Bank.

Labor and Human Rights:

Suppliers must uphold and respect the rights of their employees, including but not limited to their freedom of association, non-discrimination, fair salaries, harassment free workplace, and secure working conditions. They need to abide by all relevant labour laws and rules, such as those regulating working hours, child labour, forced labour, and workplace health and safety. Suppliers should support and respect protection of human rights of all their employees and others who they interact with. Supplier should provide and maintain healthy and safe working conditions and welfare facilities for their employees. The Bank encourages its Suppliers to promote Diversity Equity and Inclusion while they provide the service with their suppliers and around.

Social Responsibility:

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

Environmental Responsibility:

Suppliers are encouraged to implement ecological and sustainable practices and technologies to ~~reduce their negative~~ minimize adverse effect on the environment and communities around. This entails minimising waste, preserving resources including use of renewable energy, promoting recycling and minimal use, and abiding by all applicable laws and rules regarding the environment and ecology.

Conflict of interest:

Supplier must disclose all actual or potential conflicts of interest due to either personal or professional interests, prior to working with the Bank and during the course of service and agrees to take appropriate directions from the Bank regarding the same.

Reporting concerns:

Suppliers should develop activities that are in line with social, ethical, and environmental criteria to continuously improve their business practises. This code is additional to and do not in any way affect or prejudice Bank's rights and remedies under law or the relevant contracts/agreement executed with each Supplier, if any. Failure to comply with this supplier code of conduct will lead to adverse consequences, including but not limited to the Supplier relationship being terminated, legal action being taken, and reputational harm. Ujjivan expressly retains the right to unilaterally modify or amend this code, at its sole discretion, with or without prior notice to Suppliers. All such updated code shall be applicable to Suppliers.

Insider Trading

Service Provider shall not derive any benefit or assist others to derive any benefit from the access to or possession of any price sensitive information of Bank or its affiliates, which is not available in the public domain. The applicable insider trading and securities law including the Bank's Code of Conduct for Prevention of Insider Trading shall be always complied with by Suppliers in relation to any information that they might receive or become aware of in relation to the Bank and its affiliates, including complying with restrictions on dealing with the securities of Bank and its affiliates.

Business Continuity Plan (BCP)

Suppliers shall ensure to have at all times the business continuity plan/framework to ensure availability and continuity of services to the Bank in event of any force majeure or work stoppage of any kind. Depending upon the nature of Supplier's business/services, the Suppliers are expected to have adequate disaster recovery, back-up procedures and contingency plans to ensure that there is no significant disruption to Bank's business, operations, reputation and be able to comprehend to the Bank/external regulatory requirement in case of exigency and at defined intervals.

Usage of Bank's Assets & Resources

Suppliers must ensure that they use Bank's assets (both tangible and intangible including intellectual property rights, copyrights, patents, and trademarks) and electronic communication devices/resources only in a legal and ethical manner and for authorised purposes.

Suppliers shall not use Bank's name or logo without explicit written consent of the Bank. Wherever permitted, Suppliers shall ensure that the name and logo of Bank is duly used and represented in the form set out under Ujjivan Brand Code of Conduct. The same be applicable for Supplier's employees while working on premises.

Media Communications

Suppliers shall not make or publicise any content or comments about their business relationship with the Bank in any media or public forum, without prior written consent of the Bank.

Suppliers and those acting on their behalf should not use any of the social media platforms and/or print media or any other media for posting/publishing information against the Bank.

Antitrust and Competition Laws

Supplier shall ensure compliance with applicable antitrust and competition laws and shall not engage in any improper, unethical, or unfair trade practices or anticompetitive practices while providing products/services to the Bank.

No Due Certificate

Suppliers are required to submit a No Due Certificate to Bank on or before 30th June every year to confirm that there are no dues payable by the Bank as on the closure of the ~~previous~~ financial year.

By incorporating and following this Supplier code of conduct, Suppliers actively contribute to Ujjivan's mission of upholding ethical standards and responsible business practices. Ujjivan firmly expects Suppliers to wholeheartedly promote and adhere to these principles across their operations and supply chains.

Right to Audit

Where the Supplier's engagement with the Bank qualifies as an outsourcing within the ambit of the guidelines of Reserve Bank of India, the Supplier agrees and recognises the RBI's and Bank's right to access, right to audit and inspection by the Bank's staff, or Bank's internal or external auditors, of its operation and services/product delivered (or to be delivered) to the Bank, and/or where required by the Reserve Bank of India. In this regard the Supplier shall maintain records and supporting documentation of all financial and non-financial transactions relating their engagement with the Bank. The Supplier shall render all necessary assistance and co-operation, and shall permit the Bank, its staff, internal and external auditor, and/or its regulators to access, take copies of such books, records or other information related to services / products provided (or to be provided) to the Bank.

Acknowledgment of the Code

I/We hereby acknowledge that I/we have read and understood Ujjivan Small Finance Bank's Supplier Code of Conduct and declare to ensure compliance of the Code, including any amendments made by the Bank from time to time.

Customer Complaints

I will serve the customer complaints with utmost priority and will inform the relevant people in the organisation for speedy resolution.

Safe & Healthy atmosphere

We are committed to provide create safe & healthy atmosphere at our workplace and will respect all employees with dignity.

For _____ (Organisation Name)

Signature: _____

Name: _____

Designation: _____

Seal:

Date & Place: _____