



BLS INTERNATIONAL

CODE OF CONDUCT FOR BUSINESS PARTNERS

For the purpose of this Code of Conduct for Business Partners, the expression 'BLS INTERNATIONAL' shall mean "BLS", which expression shall, where the context so admits, be deemed to include its Subsidiary, Associate, Group Company, Successors or assigns).

➤ **ABOUT BLS**

BLS International Services Limited (“BLS” or “Our” or “Us”) is a globally recognized service provider, working with governments and citizens across the globe. BLS, through its subsidiaries and affiliates, is one of the top three specialist companies in the areas of visas, passports, consular services, e-governance, attestations, biometric tracking, online visas and personalized services. With over 17 years of service excellence, BLS has established itself as a stable partner of choice for various governments worldwide and become a top player in this domain. BLS is one of the largest visa processing firm globally, working for 47 client governments in 60+ countries through 27,000+ centers.

➤ **OUR OBJECTIVE**

At BLS, the Objective is simple: to be in a transparent, honest and reliable long term relationships with its clients and ensure that these relationships are real and concrete. The Company is committed to high standards of ethical conduct and compliance with laws of regulations even in difficult and politically unstable environments and times, based on strong foundation.

Business Partners are essential contributors to our success. BLS believes that our Business Partners are an integral part of our ecosystem, and encourages the Business Partners to be responsible corporate citizens upholding the same ethical standards. Our Business Partners Code of Conduct defines our principles for conducting business, which you as a Business Partner must comply with, as part of your contractual arrangements with BLS.

This **Code of Conduct** is applicable to all '**Business Partners**', either resident of India or otherwise, irrespective whether consideration is involved in the engagement with BLS.

➤ **BUSINESS PARTNER**

Business Partner herein shall mean and include any business, company, corporation, vendors, traders, agents, consultants, sub-contractors, joint venture partners, or any other entity that provides, sells or seeks to sell, any kinds of goods or services to BLS, including the Business Partner's employees, agents and / or other representatives engaged by BLS, in the normal course of business.

➤ **DATA PRIVACY**

Business Partners must have an established and maintained data privacy and information security program, in accordance with industry standards, to safeguard privacy when collecting, storing, or transferring personal or sensitive data on BLS's behalf in accordance with all applicable data protection laws and requirements. Business Partners also must respect the privacy of personal information, including information disclosed by BLS employees and customers.

➤ **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

Business Partner shall be responsible towards compliance with all international and local laws and regulations that are applicable in the geographies in which the Business Partner/s or the personnel/resources operates and provides services to BLS on behalf of Business Partner, including but not limited to laws related to industrial safety, data privacy & personal information protection and antitrust, occupational, health, working hours, salaries, compensation, social insurances, sexual harassment, environment protection laws etc.

➤ **HOSPITALITY OR ENTERTAINMENT**

Business Partner must respect that BLS employees must not give or receive excessive or inappropriate hospitality, favours or entertainment and may only offer and accept gifts of modest value. Gifts, entertainment or hospitality must not be offered or provided to BLS employees with an intent to influence the employee.

Ensuring that any gifts, entertainment or hospitality offered or provided in connection with BLS's business have been authorized in advance by BLS and are fully and accurately reported to BLS. Any such gifts, entertainment or hospitality must be modest, appropriate and shall not be offered or provided with an intention to influence the recipient to gain an improper advantage.

➤ **TIMELY PAYMENT**

At a minimum, Business Partners should pay employees regularly and timely, the legal minimum wage, the prevailing industry wage, or the wage negotiated in an applicable collective agreement, whichever is higher. All other types of legally mandated benefits must be provided as required by law, including, as applicable, paid leave, pension, statutory insurance, health benefits, maternity leave, parental leave, family care leave, and childcare benefits. All overtime work must be performed and compensated in accordance with the law and the individual's employment contract or other applicable contract or collective agreement.

➤ **ANTI-BRIBERY AND ANTI-CORRUPTION**

Business Partner will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption and must conduct their business in a fair and ethical manner and refrain from, directly and/or indirectly resorting to unethical behaviour in any form including theft, fraud, forgery, corruption, gratification, bribery, misappropriation, anti-competitive practices in its business dealings, whether or not in affiliation with any employee and/or third party. Business Partners must not engage in price fixing, price discrimination, unfairly influencing decision-making process or decision makers, creating hurdles for competition to submit proposals, etc.

➤ **CONFLICT OF INTEREST**

BLS expects the Business Partners to be aware of the various ways in which conflict of interest may occur. Business Partners must not engage, directly or indirectly, in business transactions that may create a conflict of interest. In event of any conflict of interest arising at the time of empanelment or prior/post/during engagement, Business Partners are required to promptly

disclose such instances of potential or actual conflict of interest to the Company including but not limited to conflicts of interest including but not limited to relationships or association with any, direct and/or indirect, existing / past employees of BLS.

➤ **SATISFACTORY WORK PERFORMANCE**

Notwithstanding any rights applicable under the law, the Business Partner must execute the Services with due diligence and expedition and shall comply with any reasonable instructions given in writing by BLS in connection with the Services.

➤ **CONFIDENTIALITY**

Business Partners must ensure that all the confidential or proprietary information about BLS, our clients, employees or other parties, provided to the Business Partner hereto shall be used solely for the purposes of rendering services. The information gained through affiliation with BLS shall not be used for personal reasons and/or any gains other than furtherance of legitimate business activities the Business Partners have been engaged for.

➤ **CONCEALMENT OF INCOME**

Business Partners must ensure that there is no act of hiding or not reporting one's true income/profit for tax evasion purposes through fraudulent techniques. Engaging in such activities is against the law and would lead to serious legal consequences and the Business Partner shall be held liable for a penalty basis:

- a) 30% of the undisclosed income if: -Assesse admits the undisclosed income along with the manner of deriving the same.
- b) An omission of any entry which is relevant for computation of total income of an Assesse. He may direct the Assesse to pay a penalty of an amount equal to sum of such false or omitted entries.

➤ **INSIDER TRADING**

Business Partners shall comply with SEBI (Prohibition of Insider Trading) Regulations, 2015. During the course of engagement, if the Business Partner becomes aware of any Unpublished price sensitive information ("UPSI") relating to BLS, the Business Partners of the Company must not communicate such UPSI nor trade in securities of the Company that are listed or proposed to be listed when in possession of UPSI, in violation of applicable securities laws.

➤ **EMPLOYEE WELLBEING**

Business Partner must promote the wellbeing of all its employees and must provide its employees with safe and humane working conditions, maintaining compliance with all applicable laws, rules, and regulations including but not limited to fair compensation, hours worked, equity, safety, etc. Business Partners must respect the right of employees to freedom of association and recognition of employees' right to collective bargaining, where allowed by law.

➤ **LABOUR RIGHTS**

Business Partner must not engage in forced labour/ employ people involuntarily under threat of penalty, including forced overtime, human trafficking, debt bondage, forced prison labour, slavery or servitude and must respect and comply with international standards of human rights including:

- I. Not discriminating against any worker based on their age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, religion, sexual orientation, union membership or other statuses protected by applicable national or local laws, during hiring or other employment practices;
- II. Providing a workplace free of abuse and harassment with workers not subjected to harsh treatment or inhumanely including psychological harassment, mental and physical coercion and sexual harassment;
- III. Ensuring that all workers' contracts clearly set out conditions of employment in a language understood by the worker;
- IV. Compensating all employees fairly and in accordance with local wage regulations, and compensate workers for overtime hours performed at the legal rates; and
- V. Ensuring that working hours do not exceed the maximum hours permitted by applicable national and local laws, with workers having at least one day off every seven days except in unusual or emergency situations.

➤ **CHILD LABOUR**

Business Partner must employ only those workers who meet applicable minimum legal age requirements as specified by UN Convention on the Rights of the Child and the International Labour Organisation's Convention and must comply with all other applicable laws governing child labor.

➤ **SEXUAL HARASSMENT**

It shall be the duty and responsibility of the Business Partner to ensure prevention, prohibition and redressal of sexual harassment at the workplace; ensuring adherence to the provisions under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 or any other similar local laws. The Business Partner must explicitly state what act / behaviour shall act as inappropriate or offensive and should explicitly provide a reporting mechanism / internal complaints committee to propose the correct procedure, identity confidentiality, investigation process and consequences of such act.

➤ **ENVIRONMENT SUSTAINABILITY**

Everyone – employees, learners, customers, Business Partners and visitors to our facilities – have a right to expect a safe and healthy environment. BLS is committed to strong corporate citizenship. Sustainability at BLS means operating ethically, maintaining a strong culture of security, safety and governance, and being socially responsible, supporting our communities, and protecting the environment. BLS' sustainability strategy is guided by the ESG framework aligned with the United Nation's Sustainable Development Goals (SDGs) to minimise environmental pollution and to contribute to environmental protection creating a balance between social, economic and environmental sustainability.

BLS is committed to reducing the impact of its operations on the natural environment and working with its Business Partners to do the same. Business Partners must comply with all applicable environmental laws and regulations as outlined in this Policy. BLS expects Business Partners to address their own environmental risk and impact. BLS expects Business Partners to measure, manage and address energy usage and greenhouse gas emissions.

➤ **WHISTLE BLOWER POLICY**

Business Partner must ensure all the stakeholders of a company to report any illegal or unethical activities being carried out by anyone within the organization intentionally or unintentionally. It should encourage whistle-blowers to come forward and voice any concerns they have and be used to help cultivate a culture of transparency in the workplace

➤ **PRICE FIXING**

Employees may not discuss prices or make any formal or informal agreement with any competitor regarding prices, discounts, business terms, or the market segments and channels in which the Company competes, where the purpose or result of such discussion or agreement would be inconsistent with applicable antitrust laws.

➤ **NON COMPLIANCE RESOLUTION**

Non-compliance with this Code by a Business Partner shall be considered a material breach of contract by the Business Partner.

Where the Business Partner has contravened the requirements of this Code, BLS reserves the right to:

- (i) request corrective or remedial actions;
- (ii) terminate any associated agreement of business relationship as appropriate; and
- (iii) claim damages, compensation or any other all remedy available by law and in equity for any non-compliance with the Code.

Where BLS terminates an agreement or business relationship as a result of non-compliance with this Code, the Business Partner will not be entitled to claim compensation or any further remuneration from BLS, regardless of any activities carried out or agreements with third parties entered into before termination.

The contents of this Code are additional to and do not in any way affect or prejudice any of BLS's rights and remedies under the relevant contracts with each Business Partner, if any. In the event of any conflict or ambiguity between any provision of this Code and the provisions of any relevant contract with any vendor, the provisions of that contract will prevail.