

***zomato***

BUSINESS PARTNER / SUPPLIER  
CODE OF CONDUCT

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## 1. INTRODUCTION

The Zomato Business Partner Code of Conduct ('Code') sets out the fundamental values and integrity levels of business conduct that Zomato Hyperpure Private Limited ("Zomato or the Company") expects its Business Partners to uphold in all business relationships. All Business Partners engaged in providing products and services to Zomato must act in accordance with this Code, which would include aligning guidelines, policies and practices of the Business Partner with this Code; and communicating/enforcing the Code provisions throughout their organization and across their supply chain, including to sub-Business Partners and contractors of the Business Partner.

The Business Partner Code of Conduct is aligned with the International Bill of Human Rights, The ILO Declaration on Fundamental Principles and Rights at Work, the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights (UNGPs) and the Ten Principles of the UN Global Compact.

## 2. SCOPE AND PERSPECTIVE

'Business Partner' means all entities and individuals who supply products, equipment, materials or provide services to Zomato under a contract, agreement or arrangement and also includes agents, sub-contractors and representatives/employees of such Business Partner.

Business Partners must act with integrity and are expected to demonstrate commitment to legal, ethical, safe and fair business practices.

This code is applicable to all Business Partners.

## 3. ELEMENTS OF BUSINESS PARTNER CODE OF CONDUCT

### 1. Financial & Accounting Practices

- All financial and business records are of vital importance and all Business Partners must maintain accuracy and integrity of such records. Business Partners shall ensure their actions or engagement do not result in conveying false or inaccurate financial information to Zomato or its clients.
- All submissions made to Zomato, for example, invoices, orders, sales reporting, special requests, rebates, billings, reimbursement must be accurate, fair, understandable, complete and submitted in a timely manner.
- Business Partners must maintain and retain all financial and accounting records in accordance with applicable laws, accepted industry guidelines and procedures relating to preservation of documents and records.
- Business Partners must keep information confidential and restrict the release of financial information to any third party.
- Business Partner must provide accurate and valid invoices to Zomato. Such invoices should be itemized, quote the PO number (where relevant), be supported by requisite documentation and comply with all other requirements as set out in the relevant contract(s). Invoices may not be split to circumvent approval requirements.

### 2. Anti - Tax Evasion

Zomato takes a zero-tolerance approach to Business Partners committing or facilitating tax evasion. Business Partners are expected to have policies and procedures in place to prevent employees and other associated persons from committing or facilitating tax evasion.

### 3. Anti-bribery

- In connection with any relevant contract(s) or association with Zomato, Business Partner shall abstain from giving or receiving or offering to give or receive gifts, including without limitation, travel or entertainment. Business Partner acknowledges that it has not violated and undertakes that it will not violate any applicable anti-corruption and anti-bribery laws and regulations in force in the jurisdiction where either the Business Partner or Zomato is domiciled and/or operates, as well as any anti-corruption and/or anti-bribery laws and regulations of other jurisdictions that may be applicable to the transactions contemplated under relevant contract(s) with Zomato (hereinafter referred to as the "**Anti-Corruption Law**").
- Business Partner agrees that it has not and undertakes that it shall not engage in any conduct that may be in violation of the applicable anti-corruption and/or anti-bribery laws, including without limitation, making of payments or transfers or the promise of payment or transfers of value, offers, promises or giving of any financial or other advantage, or requests, agreements to receive or acceptances of any financial or other advantage, either tangible or intangible, including gifts or kick-backs, or permitting or authorizing any of the aforesaid acts, either directly or indirectly, which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, facilitation payments or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity.
- Zomato shall have the right to suspend or terminate any contractual arrangement with the Business Partner without any liability to the Business Partner in the event of a breach by the Business Partner of this code. The above mentioned right of termination is without prejudice and in addition to any other right and/or remedy that Zomato may have under the applicable laws.

### 4. Conflict of interest

Business Partner should strive to avoid situations where a conflict of interest might occur or appear to occur while being associated with Zomato. In case a relative or significant associate of a Business Partner is an employee, executive or director of Zomato and is in a position to influence business decisions related to the Business Partner, the Business Partner must disclose this information to [legal@zomato.com](mailto:legal@zomato.com). Non-disclosure will be treated as a violation to the "Code" and subsequent consequences.

### 5. Quality

Business Partner is expected to maintain the quality of products/services delivered to Zomato, in line with the terms of contract with Zomato. It should be Business Partners' constant endeavor to maintain a high quality of products/services provided to Zomato by establishing a Quality Management System based on international standards relevant to the services being provided to Zomato.

### 6. Competition Laws

- Business Partners must fully comply with applicable competition and laws and regulations governing unfair trade practices. Business partners shall not unreasonably restrict competition and free trade by proposing or entering into any agreements or understandings expressed or implied, formal or informal, written or oral of forming cartels.
- Business Partner must not engage in communications with competitors regarding competitively sensitive subjects such as prices, costs, terms and conditions of sale pertaining to any engagement or discussion with Zomato, and any of such communication may be construed as evidence of breach of this Code.

## 7. Business Dealings

- Business Partners shall compete fairly and ethically for all business opportunities. It must be ensured that all statements, communications, and representations made to Zomato are accurate, complete, and true and made by authorized officials.
- Business Partner must not make or attempt to make any misrepresentation, unauthorized commitments to or on behalf of Zomato. Business Partners must show respect towards the privacy of Zomato's customers and clients.
- Business Partner shall ensure Zomato is not, directly or indirectly, implicated or involved in disputes between Business Partner and other parties. They shall not defame or disparage Zomato, its other Business Partners, competitors or clients.

## 8. Intellectual Property Rights

- Business Partner shall ensure protection of Zomato's Intellectual Property Rights. Confidential information and other proprietary information of Zomato, its customers, clients and other Business Partners; in possession of the Business Partner must be safeguarded.
- Business Partner shall not misuse or infringe Zomato's trademark, copyright, trade secrets and other intellectual property rights in software, products, services, documentation, ideas, concepts, know-how, processes, development tools, techniques, technology, work product or any other proprietary material or information.
- Business Partner shall not claim any right, title or interest in relation to any intellectual property rights of Zomato. If the Business Partner uses the intellectual property rights or other rights of any third party in the performance of any services or products provided to Zomato, the Business Partner shall bear full responsibility for ensuring that such use is approved by the relevant third party and the Business Partner has all legal rights to use it.

## 9. Data Confidentiality, Privacy & Protection

- In the event, Business Partner has access to information pertaining to Zomato ("**Zomato Information**") which by nature construes to be confidential or is identified as confidential by Zomato, the Business Partner shall take all reasonable measures, which shall be no less than the measures such Business Partner takes to protect its own confidential information, from any unauthorized disclosure. In case of doubt about the status of any Zomato Information, Business Partner should contact the relevant Zomato representative or reach out to [legal@zomato.com](mailto:legal@zomato.com).
- Business Partner shall comply with applicable data privacy laws, regulations, guidelines while dealing with any information received from Zomato. In case of any doubt, Business Partners should reach out to [privacy@zomato.com](mailto:privacy@zomato.com).
- Unless expressly permitted by Zomato in writing, Business Partner shall not use, disclose, commercially exploit, duplicate, copy, transmit or otherwise disseminate or permit to be used, disclosed, commercially exploited, duplicated, copied, transmitted or otherwise disseminated Zomato Information, at any time prior to or after the termination or expiration of relation with Zomato.

## 10. Cooperation in Assessments

- Business Partners are expected to provide their full cooperation in assessments conducted by Zomato from time to time, whether conducted by Zomato itself or through a third party. The Business Partners shall comply and coordinate to provide documentation associated solely with transactions between the Business Partners and Zomato.

- If Business Partners are found to be functioning against Zomato's requirements, corrective action plans will be suggested, which are to be established within a specified time frame and progress of the same shall be monitored.

## **11. No Representation**

A Business Partner shall not make any claims, representations or warranties on behalf of Zomato to any third party. The Business Partner shall not have the right, power or authority to bind or create any obligation, express or implied, on behalf of Zomato unless specifically authorized to do so in writing by Zomato.

## **12. Labor and Human Rights**

- Business Partners must be in compliance with applicable labour law, orders, rules and regulations.
- Remuneration paid by the Business Partner to its employees must be in accordance with the applicable laws or regulations including, but not limited to minimum wages, deduction from wages, overtime hours, paid maternity leaves and associated benefits as applicable. Business Partner is expected to comply with applicable laws against child labor, relating to the minimum age requirements while employing workers. To promote eradication of child labor in a proactive manner, they are required to have in place, a strict 'no child-labor' policy, as well as mechanisms to ensure no violations of the policy.
- Workers should be treated with respect and dignity at all times. Business Partners should comply with all applicable laws regarding discrimination in hiring and employment practices. Business Partner should maintain a workplace free of discrimination, harassment, victimization, and any other form of inappropriate behavior or abuse on any grounds including but not limited to age, disability, ethnic or social origin, gender etc.
- Zomato does not tolerate any form of abusive or illegal labor in our supply chain such as forced labor or human trafficking. Zomato requires that all labor in its value chain be voluntary and that workers are allowed freedom of movement. All forms of forced labor and human trafficking are prohibited including but not limited to any form of prison, slave, bonded or forced indentured labor.
- Business Partners must comply with all the applicable Environmental, Health and Safety laws and regulations. They must ensure that effective measures are implemented to prevent any workplace injuries and ill health. They must be committed to provide a safe and healthy working environment to their employees by implementing a Health & Safety Management System based on international standards such as OHSAS18001.
- Zomato respects the rights of employees to freedom of association and collective bargaining across its operations and value chain.
- Business Partners should have a process through which workers can raise workplace concerns without fear of retaliation. This grievance mechanism should be transparent and understandable to workers, and should ensure the protection of whistleblowers.

## **13. Anti-Money Laundering and Counter-Terrorist Financing**

Zomato is fully committed to assisting in the fight against money laundering and terrorist financing. In this regard, vendors are expected to:

- Comply with Anti-Money Laundering/Combating the Financing of Terrorism (AML/CTF) guideline and Business Partner Code of Conduct of Zomato, and not engage in any money laundering or terrorist financing (ML/TF) activities, or any other activities which may facilitate, result in, or be perceived to be illegal activity that might include but are not limited to accepting, concealing, converting, and/or transferring any funds obtained from criminal activities, including and related to terrorist financing.
- Additionally, vendors must not engage with any person, country, or organization sanctioned by the Financial Action Task Force (FATF), United Nations Security Council (UNSC) and Office of Foreign Assets Control (OFAC).

- Remain vigilant in ensuring integrity in their business relationships in order to detect any risk related to money laundering or terrorist financing.
- Never carry out any conduct or activity that would expose Zomato to a risk of penalties under any AML/CFT laws and regulations.
- Recognize and monitor potential warning signals that could help detect unusual or suspicious illicit activity.
- Provide documents to support Zomato's compliance procedures upon request.

#### 14. Environment

Zomato is committed to reducing our environmental impact across our value chain and to supporting sustainable operational practices. We work with our business partners to deliver our services in a way that will help reduce our impact on air, land, and water.

Air emissions, wastewater and solid waste generated from operations are to be characterized, monitored, controlled, and treated as required prior to discharge or disposal. All required environmental permits are obtained, maintained, and kept current and any operational, registration and reporting requirements shall be followed.

Business partners are encouraged to actively measure, manage, and disclose environmental impacts in areas such as Greenhouse Gas (GHG) emissions, water, and waste and implement action plans for reducing environmental impacts.

#### 15. Compliance with other applicable laws

- Business Partner shall comply with all other applicable local, national and international laws, regulations, treaties and industry standards.
- Business Partner to comply with all environmental laws and regulations. They should also adhere to similar environmental efforts as appropriate to their businesses and aligned with best practices locally and globally.

#### 4. VIOLATION OF CODE OF CONDUCT

In case of any breach of the terms of this Code by the Business Partner, Zomato reserves the right to terminate all existing arrangements/contracts with Business Partner with immediate effect.

In the event of any conflict between the terms of this Code or any other contract(s) with the Business Partner, the terms of the contract shall supersede.

**Reporting:** Business Partners are also expected to report instances of violations or suspected violations of any laws applicable to Zomato or this Code by another Business Partner to [informant@zomato.com](mailto:informant@zomato.com). All reports of violations should be made in good faith and must have reasonable basis and shall not be based on personal bias and conjectures.

#### 5. AMENDMENT

Any change in the Code shall be approved by the Board of Directors. The Board shall have the right to withdraw and/or amend any part of this Policy or the entire Policy, at any time, as it deems fit, or from time to time, and the decision of the Board in this respect shall be final and binding.

## 6. COMPLIANCE

The Head, Governance Risk and Compliance shall be responsible for supervision of the Code. Any queries regarding the Code shall be referred to the GRC team

I hereby confirm that I have fully read and understood the code as detailed above and shall comply with it during the conduct of my business association with Zomato.

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Name:

Designation:

On behalf of:

***Disclaimer:** Zomato reserves the right to amend, supplement, or rescind any provisions of this document as it deems appropriate, in its sole and absolute discretion. The document is subject to changes at any time.*