



Supplier Code of Conduct



LTI-SUPPLIER CODE OF CONDUCT

BACKGROUND & APPLICABILITY

Larsen & Toubro Infotech Limited (hereinafter referred as “LTI” or the “Company”, which includes whether individually or collectively LTI, its subsidiaries, associates and joint ventures) derives its values from the rich legacy of fair and transparent governance and disclosure practices followed by the L&T Group. In line with the group philosophy, LTI constantly endeavors to benchmark itself with the best practices in the IT industry. LTI continues to focus its resources, strengths and strategies to achieve its vision of becoming a true global leader in software services, while upholding the core values of excellence, integrity, responsibility, unity and understanding, which are fundamental to the L&T Group.

Since the operations of LTI are widely spread across the globe, its customers / clients in several jurisdictions demand LTI 's adherence to the laws applicable to their jurisdictions which in particular deal with anti-bribery, trade controls, antitrust, conflict of interest, labour practices and human rights, health, safety and environment etc. In order to be compliant with these regulatory requirements and in line with the L&T Group's governance philosophy, LTI has adopted a 'Code of Conduct' which embeds the principles of fair trade practices and standards in it. These standards apply to all LTI employees, directors and officers, globally.

To ensure that such practices are followed not only within LTI but also along LTI 's supply chain, LTI has globally implemented a 'Supplier Code of Conduct' (hereinafter referred as 'Supplier COC'), applicable to LTI's vendors, service providers, agents, subcontractors, consultants, business partners etc. (hereinafter referred to as 'Suppliers'). LTI expects its Suppliers (which includes their employees, directors, officers, agents, subcontractors, business partners and representatives) to embrace this commitment to integrity by complying with the requirements stipulated under this Supplier Code of Conduct and act with diligence, while conducting business with or on behalf of LTI.

CODE OF CONDUCT

We expect our Suppliers to comply with applicable regulatory requirements and terms and conditions of this Code of Conduct. Furthermore, we expect our Suppliers to introduce suitable processes within their organizations that support such compliance with regard to the requirements included in Supplier COC. The Supplier having received, read and understood the LTI Supplier Code of Conduct, hereby assert and affirm the following:

1. I / We hereby recognize that as a matter of corporate policy, LTI expressly prohibit financial or other advantages being received or offered, directly or indirectly including payment of bribes or any facilitation money or grease payments in connection with its business operations by any Suppliers engaged to provide goods and/or services to LTI and/or its clients.
2. I / We hereby confirm that I / we shall abide by the provisions of the Supplier Code of Conduct of LTI and the provisions of all applicable laws including but not limited to anti-bribery and anti-corruption laws.

Read, understood and accepted (Supplier initials)

3. I/We warrant that I/We have valid authorizations, licenses and permits to carry out business. I / We hereby represent and warrant to LTI that I / We have in place adequate systems, controls and procedures to comply with all applicable laws and generally accepted standards of business ethics and conduct.
4. I / We will comply with all applicable laws and regulations that prohibit money laundering, support and financing of terrorism and that require the reporting of cash and suspicious transactions. I / We will only conduct business, to the best of our knowledge, are involved in legitimate business activities, with funds derived from legitimate sources.
5. I / We shall not, directly or indirectly, make, offer or promise to make or authorizes provision of financial or other advantages in order to gain an undue advantage including any funds, services, gifts or entertainment, directly or indirectly to any person holding position or otherwise, to or in favour of any third party, employees of LTI, customers or any government official or agency, in connection with the performance of work order / contract or in connection with any other business transactions involving LTI and / or its clients.
6. I / We will follow the relevant applicable International Trade Control (ITC) regulations of all countries in which I / we operate as they relate to importing and exporting goods, technology, software, services and financial transactions.
7. I / We shall not take any action which places, or is likely to place LTI in violation of laws or which could be detrimental to reputation and / or the business interests of LTI. I / We shall not either directly or indirectly take any action, make any offers or representations, enter into any Agreements (oral or written) with any third party on behalf of LTI without prior written approval from LTI.
8. I / We hereby agree that in the eventuality of me / us appointing a subcontractor (with written approval of LTI), I/ We will ensure that such sub-contractor shall also comply with this Supplier Code of Conduct.
9. I / We hereby agree to indemnify LTI with regard to any government or third party investigations arising out of my / our violation of this Code.
10. I / We hereby agree to promptly report any violations of this Code to LTI. I/We agree that LTI has / have a right to terminate the Agreement / Work Order, in the event of any breach of this Code. I / We hereby agree that I / we shall procure that my / our employees and officers shall promptly give all reasonably possible assistance, information and explanations to LTI or its employees and its professional advisors as they may reasonably request in this regard.
11. I / We hereby agree that I / we shall not buy, sell or otherwise deal in LTI securities if I / we have inside information that shall materially affect the price of listed shares of LTI. I / We hereby agree that I / we shall not pass inside information to third parties as it is not only a breach of confidentiality but also an offence.
12. I / We hereby agree that I / we shall not discriminate in hiring and employment practices on grounds of skin colour, age, caste, gender, nationality, socio-economic background, disabilities, political or religious conviction.
13. I / We shall treat all employees with respect and will not use corporal punishment, threats of violence or other forms of physical coercion or harassment.
14. I / We shall comply with applicable working hour's regulations, wage regulations, including those relating to minimum wages, overtime compensation and other legally mandated benefits.
15. I / We shall under no circumstances indulge in or tolerate unacceptable treatment of the employees, such as mental harassment, sexual harassment or discrimination.

Read, understood and accepted (Supplier initials)

© Larsen & Toubro Infotech Ltd

16. I / We shall not employ any child below the age of fourteen years to work in the factory/premise.
17. I / We shall comply with all applicable environmental laws, regulations and standards with respect to the conduct of business.
18. I / We shall work towards reducing resource consumption (water, energy, fuel, electricity etc.) and waste generated from my/our operations.
19. I / We shall provide our employees with a safe and healthy workplace in compliance with all applicable laws and regulations.
20. I / We shall implement effective programs that encompass life safety, incident investigation, chemical safety, ergonomics, etc., and provide the same standard of health and safety in any housing that is provided for employees.
21. I / We shall strive to implement and aim for zero accident at our facilities.
22. I/We shall maintain documentation necessary to demonstrate conformance to this Code and allow access to LTI to check compliance upon request with reasonable notice.
23. I/We shall immediately notify LTI regarding any known or suspected improper behaviour by the Supplier representatives relating to its dealings with LTI, or any known or suspected improper behaviour by LTI employee/representative by email to: SupplierRedressal@Intinfotech.com

**-: Supplier Declaration:-
UNDERTAKING**

I / We hereby confirm that I/we have received, read and understood LTI- Supplier Code of Conduct and undertake to comply with same.

Upon the occurrence of any breach to the terms and conditions of LTI-Supplier Code of Conduct, I/we shall promptly notify to LTI and take all remedial actions as reasonably suggested by LTI.

Name of the Supplier	:	
Name of the Authorised Signatory	:	
Designation	:	
Signature	:	
Date / Place	:	
Stamp of the Supplier	:	