



# *VFS Global*

## *Third Party Code of Conduct*

Version 1.2

## Document Release Note:

This Third Party Code of Conduct, Version 1.2 is released for use in VFS Global with effect from 16th Sept 2024.

This document is subject to VFS Global document control procedure.

Soft copy of the latest version of this document is available on My Space.

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## Revision List:

Ver No.	Revision Date	Revision Description	Section #	Rationale for change	Change Type
1.0	01st Aug 2021	Launch	-	-	-
1.1	01st Aug 2023	Updated definition of Third Party	1	Business Requirement	Modify
1.1	01st Aug 2023	Provision of ESG	6	Business Requirement	Add
1.2	16th Sep 2024	Provision of Anti-Bribery & Anti-Corruption	8	Business Requirement	Add

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## 1. Objective:

VFS Global is committed to high standards of ethical conduct and compliance with laws and regulations. Accordingly, we have a 'zero tolerance' to illegal and unethical business behaviour and activities, including bribery and corruption, tax evasion, forced labour, and other breaches of human rights.

VFS Global expects all its Third Parties, being all those who are engaged in providing products and services to VFS Global, to uphold these same ethical standards. Our Third Party Code of Conduct defines our principles for conducting business, which you as a Third Party must comply with, as part of your contractual arrangements with VFS Global.

## 2. Responsibility & Enforcement:

General Counsel – Compliance for VFS Global Group is the owner of this Third Party Code of Conduct. Any changes to the policy will be made with the written approval from the General Counsel - Compliance.

## 3. Eligibility / Applicability:

This VFS Global Third Party Code of Conduct applies to all VFS Global's "Third Parties" including but not limited to; Business Development Consultants (BDC's), Facilities Management Companies (FMC's), Primary Contractors, Advisory Services Consultants, Guarding & Security Services, Joint Venture Partners, Suppliers, Intermediaries, Agents, Representatives, Sub-contractors and any party who provides goods or services to or on behalf of VFS Global.

## 4. Compliance with Laws and Ethical Standards:

You must comply with all international and local laws and regulations which are applicable to your business in the countries in which you operate, including but not limited to: data protection and confidentiality, bribery and corruption, human rights and employment, taxation and finance, environmental and health and safety, competition and anti-trust.

You must conduct your business in an ethical, responsible and transparent manner by:

- Prohibiting all forms of bribery and corruption, including facilitation or grease payments or kickbacks;
- Implementing procedures designed to prevent bribery and corruption in your business and by third parties acting for or on behalf of your business;
- Respecting that VFS employees must not give or receive excessive or inappropriate hospitality or entertainment and may only offer and accept gifts of modest value. Gifts, entertainment or hospitality must not be offered or provided to VFS employees with an intent to influence the employee;
- Ensuring that any gifts, entertainment or hospitality offered or provided connection with VFS Global's business have been authorized in advance by VFS Global and are fully and accurately reported to VFS Global. Any such gifts, entertainment or hospitality must be modest, appropriate and not offered or provided with an intention to influence the recipient or gain an improper advantage.
- Prohibiting tax evasion in your business and not assisting others in the evasion of taxes; Having appropriate technical and organizational measures in place to protect all confidential and business related information, including our intellectual property and personal data, provided to you by VFS Global and/or by our respective

- business partners, and to prevent unauthorized access, accidental loss or destruction of this data;
- Avoiding practices which may be viewed as uncompetitive, including price fixing, bid rigging, participating in cartels, and exchanging pricing information with competitors;
- Avoiding conflicts of interest, and disclosing to us any instances of potential or actual conflict of interest relating to your business and activities with VFS Global, including any financial or other interests you may have with a VFS Global employee or one of their close family members;
- Not using any confidential information obtained in the course of their business with VFS Global as a basis for trading or enabling others to trade in the stock or securities of any company;
- Not using any confidential information obtained in the course of their business with VFS Global as a basis for trading or enabling others to trade in the stock or securities of any company; and
- Maintaining and retaining accurate and complete business documents and records, in accordance with appropriate local and international laws and regulations.

## 5. Health, Safety and Environmental:

You must provide your workers with a safe and healthy working environment, and reduce the environmental impact of your business operations, including by;

- Obtaining and maintaining all appropriate health, safety and environmental licenses and permits;
- Providing your workers with reasonably accessible and clean facilities with potable water;
- Implementing proactive systematic approaches to identifying, managing, minimizing and preventing health and safety incidents, including the impact of hazardous waste and excessive air contaminants;
- Complying with all applicable environmental legislation and regulations, including the handling of dangerous and hazardous materials; and
- Implementing an environmental policy and an effective environmental management program appropriate to the size and nature of your business.

## 6. Environmental, Social and Governance ('ESG')

VFS Global is committed to strong corporate citizenship, and to continuously improving our ESG performance. Sustainability at VFS Global means operating ethically, maintaining a strong culture of security, safety and governance, and being socially responsible, supporting our communities, and protecting the environment.

VFS' sustainability strategy is guided by the ESG framework aligned with the United Nation's Sustainable Development Goals (SDGs). There are 17 SDGs which are integrated and recognize that action in one area will affect outcomes in others, and that development must balance social, economic and environmental sustainability.

VFS Global is committed to reducing the impact of its operations on the natural environment and working with its Third Parties to do the same. VFS Third Parties must comply with all applicable environmental laws and regulations as

outlined in this Policy.

VFS Global expects its Third Parties to address their own environmental risk and impact. VFS Global expects its Third Parties to measure, manage and address energy usage and greenhouse gas emissions.

VFS maintains full audit rights in relation to its Third Parties to ensure that they are complying with this Third Party Code of Conduct.

## 7. Labour and Human Rights:

You must respect and comply with international standards of human rights including:

- Not using any form of forced labour or slavery including but not limited to involuntary, bonded, indentured or prison labour. (Involuntary labour includes transporting, harbouring, recruiting, transferring, or employing individuals by force, threat coercion, abduction, fraud or by payment to another person having control of that person);
- Not tolerating, using or benefitting from child labour in accordance with applicable laws and regulations but specifically the UN Convention on the Rights of the Child and the International Labour Organisation's Convention concerning Minimum Age for Admission to Employment (C138); Not withholding workers' government issued identification and travel documents;
- 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;
- 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;
- Ensuring that all workers' contracts clearly set out conditions of employment in a language understood by the worker;
- Compensating all employees fairly and in accordance with local wage regulations, and compensate workers for overtime hours performed at the legal rates; and
- 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.

## 8. Anti-Bribery & Anti-Corruption:

The Third Party will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption and notify VFS (in writing) if it becomes aware of any breach of this code or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of the agreement.

The Third Party shall ensure that any person associated with it who is performing services for or on behalf of VFS Global does so only on the basis of a written contract which imposes on and secures from such person terms equivalent

to those imposed on the Third Party under this code. The Third Party shall be responsible for the observance and performance by such persons of this code and shall be directly liable to VFS for any breach by such persons. Any breach of this code will be a material breach of the agreement, which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of such breach. The Third Party will indemnify VFS and VFS Group Companies against all Recoverable Liabilities in each case arising out of or in connection with any breach by the Third Party of this policy.

## 9. Monitoring:

VFS Global expects that all of our Third Parties and subcontractors will share the values and principles contained within this Third Party Code of Conduct, and that our Third Party and subcontractors will have the same expectation of their own supply chain.

We will review and assess Third Parties compliance with this Code of Conduct, and we reserve the right to audit any of our Third Party or subcontractors to confirm compliance with the Code of Conduct. Failure to comply with such an audit can result in termination of our relationship with the Third Party.

Non-compliance with this Code by a Third Party will be considered a material breach of contract by the Third Party. Where Third Parties have contravened the requirements of this Code, we reserve 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 we have terminated an agreement or business relationship as a result of non-compliance with this Code, the Third Party will not be entitled to claim compensation or any further remuneration from VFS Global, regardless of any activities carried out or agreements with third parties entered into before termination.

## 10. Management Rights:

The management of VFS Global has the sole discretion to alter, withdraw or amend this code at any time without prior notice or procedure.

The interpretation of the code rests exclusively with the VFS Global Management. The decision of the VFS Global Management is final and binding.

## 11. Periodic Review

VFS Global will review this Code on an ongoing basis, and at least annually.



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