



Anti-Corruption Policy  
Version 1.3

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## 2 Property Information

This document is the property information of Bigfoot Retail Solutions Private Limited (hereinafter referred to as “Shiprocket & Group companies”). The content of this document is confidential and intended only for the valid recipients. This document is not to be distributed, disclosed, published, or copied further.

## 3 Document Control

### 3.1 Information

Title	Classification	Version	Status
Anti-Corruption Policy	Confidential	1.3	Approved

### 3.2 Revision History

Author(s)	Date	Version	Summary of Changes
HR Team	09 Dec 2021	1.0	Second version of the policy
HR Team	05 Dec 2022	1.1	Annual policy reviewed; no changes
HR Team	16 Nov 2023	1.2	Formatting changes; no content change
HR Team	04 Apr 2024	1.3	Changes in scope of the policy

### 3.3 Review and Approval

Name	Designation	Approved on Date
Saumya Khati	CHRO	16 Nov 2023
Saumya Khati	CHRO	04 Apr 2024

### 3.4 Distribution list

Recipients	Location
All Users	Darwinbox

### 3.5 Effective Date

Effective Date for this policy will be 09 Dec 2021.

## 4 Policy Overview

### 4.1 Purpose

This Anti-Corruption Policy (the “**Policy**”) prohibits offering, promising, giving or authorizing others to give anything of value, either directly or indirectly, to any party, in order to influence official action, improperly obtain or retain business or otherwise gain an unfair business advantage.

### 4.2 Scope

This policy applies to all Shiprocket & Group company’s employees who are on the company’s payroll.

### 4.3 Exclusions

None

### 4.4 Ownership

This document is owned and maintained by the Shiprocket HR Team.

### 4.5 Policy Location

This policy is easily accessible to all Shiprocket & Group company’s employees through Darwinbox.

### 4.6 Policy

#### A. Commitment

1. Bigfoot Retail Solutions Private Limited (the “Company”) is committed to integrity and high ethical standards and expects the same of its employees, directors and officers. It also prohibits receiving, or agreeing to receive, anything of value that results or may result in the improper performance of your duties at the Company. The Policy also ensures that our Company sets up adequate procedures to prevent our Company’s involvement in any activity relating to bribery, facilitation payments, or corruption, even where the involvement may be unintentional. It requires employees, directors and officers of the Company subject to this Policy to recognize questionable transactions, behavior or conduct, and to take steps to record, comply and follow procedures set in place to deal with such behavior or conduct.
2. The bribery and corruption can take many forms including cash or gifts to an individual or family members or associates, inflated commissions, fake consultancy agreements, unauthorized rebates, non-monetary favors and false political or charitable donations. These actions may be undertaken directly or through a third party. It is illegal and immoral to, directly or indirectly, offer or receive a bribe.
3. This Policy sets forth the rules and guidelines established to comply with applicable anti-corruption laws. This Policy applies to the Company and its subsidiaries and the directors, officers, representatives, agents, and employees of each of the subsidiaries as well.
4. The principles and prohibitions in the Policy also apply to the Company’s Business Partners (defined below). Joint ventures (“JVs”) in which the Company holds a majority interest (directly or indirectly) are expected to maintain anti-corruption policy consistent with this Policy.
5. This Policy is applicable to the Company and to all individuals, working at all levels and grades, including directors, senior managers, officers, employees (whether permanent, fixed-term or temporary), trainees, interns, apprentices, seconded staff, casual workers and agency staff, agents, or any other person associated with the Company or performing services for or on behalf of the Company and such other persons, including those acting on behalf of the Company, as designated by the Compliance Officer (as defined below) from time to time (all of the aforesaid being collectively referred to as “Designated Persons”).

6. The Company's interactions with Government Officials, as well as private sector (non-government) individuals ("Private Parties"), are subject to anti-corruption laws and regulations, and the Company and Designated Person shall not take any action that violates or facilitates the violation of any such laws or regulations.

## B. Policy details

1. The United States Foreign Corrupt Practices Act ("FCPA") and the rules and regulations thereunder, the UK Bribery Act ("UKBA"), Indian Prevention of Corruption Act 1988, Singaporean Prevention of Corruption Act 1960, and similar laws enacted by other countries (collectively "ABAC Laws"), prohibit the Company from bribery or any other form of corruption, including offering, promising, giving or authorizing others to give, or receiving anything of value, directly or indirectly, to or from any party to influence official action, improperly obtain or retain business or otherwise gain an unfair business advantage. This Policy, the ABAC Laws and similar laws do not prevent the Company from working with governments and promoting the Company to Government Officials and state-owned or controlled enterprises; rather, they are intended to promote ethical conduct and to prevent bribery and other corrupt practices when dealing with Government or Private Parties.
2. In addition to the Prevention of Corruption Act 1988 ("PCA"), the several other laws in India, such as the Indian Penal Code, 1860 ("IPC") and the Prevention of Money Laundering Act, 2002 presently apply to offences relating to or resulting in corruption and bribery.
3. Gifts, business entertainment, travel, lodging, meals, charitable contributions, educational or employment opportunities, and assumption or forgiveness of debt may be treated as improper and illegal under the applicable anti-corruption laws, as may any other thing of value, if offered or given for an improper purpose. Further, many jurisdictions often impose strict monetary and other limitations on such expenses, regardless of improper intent. Designated Persons shall not directly or indirectly or through use personal funds or a third party circumvent the requirements of this Policy.
4. While an exhaustive list cannot be provided, set out below are indicative questionable transactions or situations that Designated Persons should be careful about – which, when appearing together or individually, should raise a 'red flag':
  - a. A contract requires the use of a third-party consultant where the third party's principal or owner is a government official.
  - b. The business lacks qualifications or resources i.e., the potential business partner does not appear capable of performing the services being offered. Sham service contracts, under which corrupt payments are disguised using a consulting agreement or other arrangement are typical modalities for indulging in bribery or corrupt activities.
  - c. Any potential partner who provides guarantees of success or claims to have the ability to obtain licenses or other government approval without providing a description of a legitimate manner by which those goals will be accomplished.
  - d. Transactions involving unusual payment patterns or financial arrangements. Accordingly, a request to pay unusually high commissions is a warning sign of possible corruption. A request to deposit commissions in multiple bank accounts, perhaps in offshore banks, also justifies

- additional scrutiny.
- e. A potential counterparty who refuses to accept anti bribery and anti-corruption or anti-money laundering clause in the proposed contract between the Company and such potential counterparty.
  - f. Based on pre-acquisition / counterparty due diligence, it becomes apparent that the potential counterparty has a reputation for offering bribes or violating other laws or indulging in unusual ~~strange~~ transactions.
  - g. Inflated payouts to, or questionable role in the project of potential counterparty or its affiliate.
  - h. A proposed counterparty resists or fails to provide details of parentage or has undisclosed principals, associates, or subcontractors with whom it splits fees; and/or
  - i. A proposed counterparty refuses access to its books and records were requested under the proposed contract.
5. None of the Designated Persons shall do any act which is in violation of laws and regulations applying to the Company or any of its relevant Affiliates, or an Associated Person of either the Company or any of its Affiliates prohibiting money laundering, including but not limited to attempting to conceal or disguise the identity of illegally obtained proceeds such as, without limitation, the Laws of India, Singapore, United Kingdom and United States of America prohibiting money laundering (“AML Laws”). None of the Designated Persons shall make or authorize any bribe, rebate, payoff, influence payment, kick back or other unlawful payment of funds or receive or retain any funds in violation of any AML Law.
6. None of the Designated Persons shall violate any import and export laws and regulations and sanctions, including but not limited to economic and financial sanctions, export controls, anti-boycott and customs laws and regulations applying to the Company, the founders of the Company, any of their Affiliates and/or, an Associated Person of either the Company or the founders or any of their Affiliates; such as, without limitation, sanctions or restrictive measures imposed by the European Union, India, Singapore, United Nations, United Kingdom or United States of America (“Trade Laws”).
7. The affiliates of the Company: (i) shall not violate any of the ABAC Laws, AML Laws, or Trade Laws; or (ii) shall not engage in, dealings or transactions with, or for the benefit of, a Blocked Person.
8. The Company shall impose contractual obligations to cause, any Associated Person of either the Company or the founders of the Company or any of their Affiliates to: (i) not violate any of the ABAC Laws, AML Laws or Trade Laws; or (ii) not engage in, dealings or transactions with, or for the benefit of, a Blocked Person.
9. Neither the Company, or the founders, nor any of its Affiliates shall use, funds received from the investors of the Company directly or indirectly for the benefit of any Blocked Person or in any other way that would violate any of the Trade Laws. The Company and the founders shall impose contractual obligations to cause any Associated Person of either the Company or the founders or any of their Affiliates to not use, funds received from the Investor directly or indirectly for the benefit of any Blocked Person or in any other way that would violate any of the Trade Laws.

2. The Company and its Affiliates shall keep and maintain books and records reflecting accurately and in reasonable detail transactions involving the Company and its Affiliates. The Company shall implement.

financial controls giving reasonable assurance that payments will be made by or on behalf of the Company and its Affiliates only in accordance with management instructions.

3. For the purpose of this Policy, the following words shall have the following meanings:
  - **“Affiliate”** means, in respect of any specified Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified Person, through one or more intermediate Persons, provided however, that the Company shall not be considered as an Affiliate of any shareholder of the Company. In case of natural persons, Relatives shall be deemed to be Affiliates of such natural persons.
  - **“Associated Person”** means, in relation to a company or other entity, an individual or entity (including a director, officer, employee, consultant, agent or other representative) who or that has acted or performed services for or on behalf of that company or other entity or is acting or performing services for or on behalf of that company or other entity but only with respect to actions or the performance of services for or on behalf of that company or other entity.
  - **“Blocked Person”** refers to (i) a nation, an individual or entity included in a restricted or prohibited list, or subject to any sanctions, pursuant to one or more of the Trade Laws; or (ii) an entity is owned or controlled by a Blocked Person or 50% (fifty per cent) or more owned in aggregate by, a Blocked Person.
  - **“Controlling”, “Controlled by” or “Control”** means, in relation to a Person: (i) holding or controlling, directly or indirectly, more than 50% (fifty percent) of the voting rights exercisable at shareholder meetings (or the equivalent) of that Person; or (ii) having, directly or indirectly, the right to appoint or remove directors holding more than 50% (fifty percent) of the voting rights exercisable at meetings of the board of directors (or the equivalent) of that Person; or (iii) having directly or indirectly the ability to direct or procure the direction of the management and policies of that Person, whether through the ownership of shares, by contract or otherwise; and the term **“Common Control”** shall be construed accordingly.
  - **“Person”** means a corporation, association, unincorporated association, partnership (general or limited), joint venture, estate, trust, limited liability company, limited liability partnership, proprietorship, single business unit, division or undertaking of any of the above or any other legal entity, individual or government, state or agency of a state.
  - **“Relative”** shall have the meaning as set forth in the Companies Act, 2013.

### C. COMPLIANCE OFFICER AND DESIGNATED DIRECTOR

- The Company shall, from time to time, designate an employee of sufficient seniority, competence, and independence as the compliance officer to ensure compliance with the provisions of this Policy (“Compliance Officer”) and the same shall be notified to the Designated Persons. All reports, complaints, doubts, or concerns in relation to this Policy shall be raised by the Designated Persons to the Compliance Officer. Every query or concern raised by any Designated Person in relation to any suspected violation of this Policy shall be investigated by the Compliance Officer. The respective compliance officers of the subsidiaries of the Company appointed for the purpose of dealing with matters related to this Policy (“Subsidiary Compliance Officers”) shall report on a day-to-day basis to

the Compliance Officer. Upon receipt of any communication/details from Designated Persons and the Subsidiary Compliance Officers in relation to any violations / potential violations of this Policy or applicable laws or regulations, the Compliance Officer shall escalate the same to the Board of Directors of the Company. The Compliance Officer shall maintain a record of all known violations/suspected violations.

- Any action required to be undertaken under this Policy shall be taken by the Compliance Officer in accordance with this Policy. The Compliance Officer shall have a functional reporting to the Designated Director (as defined below) and shall submit quarterly compliance reports to the Designated Director.
- The following directors/employees are the Designated Directors/Compliance Officers of the Company for the purpose of this Policy.

<b>Compliance Officer</b>	<b>Designated Director</b>
Mr. Amit Bhardwaj	Mr. Saahil Goel

4. The Designated Persons shall cooperate in good faith with any investor of the Company if it decides to seek to determine whether the Company, the founders, or any of their Affiliates and/or Associated Persons of the Company, the founders or any of their Affiliates have complied with the provisions of this Policy. The cooperation required by the foregoing shall include permitting the investor or its authorized representative(s) to audit the books and records of the Company and its Affiliates as well as review and make copies of correspondence and other documents, however sent or received, possessed by the Company, the founders or their Affiliates pertaining to compliance with this Policy. If so requested by the investor, the Company, the Founders and their Affiliates shall answer any questions put to them and comply with any requests made of them by the investor as well as its authorized representative(s) pertaining to compliance with the Policy and shall encourage their Associated Persons to do the same.

**D. Who is a Government Official**

- 1) The term “Government Official” is broadly defined and includes (i) officials and employees; and (ii) any judge, including any person empowered by law to discharge, whether by himself/herself or as a member of any body of persons, any adjudicatory functions including a liquidator, receiver or commissioner appointed by such court, (iii) any person defined as, or construed to be, a “public official” or a “public servant” under applicable laws, and (iv) any person acting in an official capacity for or on behalf of:
  - Any government, governmental agency or instrumentality, or any public international organization.
  - Any company that is controlled by a government or governmental agency (notwithstanding that the company may be publicly listed); and
  - Any political party, party official or political candidate.
- 2) Government Officials are not always easily identifiable. Consult executive director / managing director for guidance on whether an individual should be considered a Government Official.
- 3) Meals, entertainment and gifts for Government Officials or Private Parties may be permissible in certain circumstances if they are reasonable and appropriate considering local law, not excessive in nature or frequency and not offered or given for an improper purpose. Expenditures, such as travel and lodging, directly related to the promotion or demonstration of the Company’s business products or services may also be acceptable if they are reasonable and not made corruptly to



influence official action or secure an improper advantage. Nothing should be offered to any party, nor should anything be received from any party, if it could reasonably be perceived as an attempt to gain an unfair business advantage or if it could adversely affect the Company's reputation.

(i) **Pre-Clearance Requirements**

Pre-clearance must be obtained from **executive director / managing director** as indicated below. Designated Person who does not obtain pre-clearance when required shall not be reimbursed and shall be subject to disciplinary action. Any clearance shall only be provided if the expenses are reasonable and directly related to legitimate business purposes. Keep in mind that if local laws or regulations do not permit a Government Official to accept a meal, entertainment, travel or gift, the employee is not permitted to offer or give it, regardless of value.

• **Meals**

Designated Person must seek pre-clearance for expenses related to meals involving a Government Official.

• **Business Entertainment and Travel**

Any unreasonable business entertainment, including travel and lodging provided to a Government Official must be pre-cleared. Entertainment includes concerts, cultural events, and sporting events.

• **Gifts**

All gifts to a Government Official require pre-clearance, except those of nominal value such as inexpensive sports caps, pens and items with the Company's logo.

• **Charitable Contributions**

All requests for charitable contributions that might confer a benefit on, or that are proposed by, or at the request of, a Government Official or Government Entity must be pre-cleared.

• **Client Spouses and Families**

Providing anything of value to a spouse or family member of a Government Official or Private Party, such as a meal, gift, entertainment, travel, or employment, shall be viewed as improper. It is, therefore, discouraged and requires pre-clearance, which will only be granted in exceptional circumstances. Provided however such exception shall not, in any manner whatsoever, be violative of ABAC Laws.

(ii) **Monitoring of Client Expenses**

All client expenses will be reviewed at least annually for reasonableness and appropriateness considering local law, customs, and practice. Any expenses viewed as excessive in nature or frequency will be noted and discussed with the responsible employee and shall include disciplinary action, depending on the circumstances.

(iii) **Receipt of Gifts and Entertainment**

Designated Persons are prohibited from offering or receiving gifts or granting favors outside the ordinary course of business to current or prospective customers, their employees or agents or any person (including but not limited to Government Officials) with whom the Company or its business associates have a contractual relationship or intend to negotiate an agreement. Designated Person shall not accept a gift or entertainment that appears intended or designed to induce the Designated Person to act in a manner inconsistent with the best interests of the Company, and/or might create the appearance that Designated Person is engaging a Business Partner, as defined below, or entering into a business transaction based on factors other than the merits of the product or service offered or the quality of the

professionals involved.

Designated Person shall not accept or solicit gifts or entertainment or any personal benefit in a manner that might compromise or appear to compromise their objective assessment.

E. **Business Partner who may act on behalf of the Company.**

- 1) A “Business Partner” is a third party who will assist the Company in obtaining or retaining business, or obtaining or retaining advantage in conduct of business for the Company, especially if that third party will or may interact with Government Officials on behalf of the Company such as consultants, finders, introducing brokers, placement agents and any other business intermediaries, as well as vendors and suppliers who may interact with Government Officials on behalf of the Company.
- 2) The Company shall not use a Business Partner to do something indirectly that it shall not do directly. Business Partners that present the most corruption-related risk is those who act on behalf of the Company and which will or may have interaction with Government Officials and state-controlled entities. To mitigate this risk, appropriate steps must be taken, as described below.
- 3) Before retaining or conducting business with a Business Partner, the responsible employee must conduct appropriate due diligence. All Business Partners must be pre-approved by the Finance Department using the Business Partner Pre-clearance Form in Annexure A to this Policy.
- 4) The Company will make best endeavors to include, as appropriate, the anti-corruption representations and warranties set forth in Annexure B to this Policy in the contracts with Business Partners.
- 5) The responsible associate, in addition to your Finance Department should retain all documentation related to due diligence and engagement of the Business Partner. The responsible employee should monitor, as appropriate, the Business Partner’s activities and compliance with the applicable anti- corruption laws, as well as review compensation and invoices to ensure reasonableness and raise any concerns with Finance Department.
- 6) All dealings with suppliers, agents, contractors, service providers, intermediaries, consultants, and advisors (or any other third party), shall be carried out with the highest standards of integrity and in compliance with all relevant laws and regulations. It is expected from all third parties (including Business Partners) to share Company’s values and Company’s ethical standards.

The Company deals with third parties (customers and vendors/ suppliers) in carrying out its business. The Company shall ensure that:

- a. Prior to entering a commercial transaction, all due diligence enquiries are completed and found to be clear in all respects.
- b. Prior to awarding work to a vendor/ supplier, the Company shall carry out the vendor selection process and obtain all necessary approvals.
- c. Commercial and legal terms of contract shall be approved by the senior management of the Company.

The zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors, and business partners at the outset of business relationship with them and as appropriate thereafter. Third party vendors/ suppliers shall be engaged only if there is a legitimate need for the goods or services which shall be priced at market value. Such appointments shall not be done to create an improper business advantage for the Company.

#### F. Transactional Due Diligence

Designated Person entering any investment, joint venture or other transaction on the Company's behalf must conduct appropriate anti-corruption due diligence based on the nature of the transaction, a company's reputation, the industry, and geographic location(s) involved. Special attention must be paid to any such transaction that will result in the transfer of funds, directly or indirectly, to a Government Official or an entity owned or controlled by a Government Official. Whenever a Government Official is directly or indirectly involved in a Company transaction, employees shall avoid making promises or transferring money, stock, or anything else of value, without first consulting executive director / managing director and thoroughly vetting the recipient and transaction.

#### G. Employment of individuals referred to by Clients.

- 1) The employment by the Company of candidates who are relatives of or are closely connected to or referred by current or potential clients involves potential risk, both to the Company and to the individuals within the Company making such employment decisions. If not managed correctly, hiring of such candidates could expose the Company to sanctions under anti-corruption laws, including the FCPA and the UKBA.
- 2) Hiring decisions should be based on the merits of the individual candidate, vis-à-vis others being considered for the position, if applicable, and such candidate should go through the usual hiring procedures. A candidate should not be hired solely as a favor for a client to create, maintain or improve a business relationship.

#### H. Facilitation Payments

- 1) "Facilitation Payments" are nominal payments made to Government Officials to expedite routine government actions, such as activating electricity service or obtaining licenses. The Company prohibits these types of payments except in circumstances involving employee health and safety. Employee must contact executive director / managing director prior to making any facilitation payment unless an employee's health or safety would be threatened by a delay in making the facilitation payment. Any such payments must be accurately recorded in the Company's books and records.
- 2) All Facilitation Payments are corrupt payments, and any such payment during our Company's business is strictly forbidden. It is also the Company policy that ensures that the third parties do not make Facilitation Payments on our behalf.

#### I. Accurate Books and Records

All Company employees must do their parts to ensure that the Company's books and records accurately and fairly reflect, in reasonable detail, the Company's transactions.

#### J. Violations of the Policy

- 1) Designated Person must promptly report violations/potential violations of this Policy or applicable laws or regulations to their supervisors or to the Compliance Officer. A Designated Person who suspects a violation and reports it in good faith will not be subject to retaliation.
- 2) Violations of the anti-corruption laws shall result in criminal, civil and regulatory penalties against the Company and individual employees and would negatively impact the Company's ability to conduct business in particular jurisdictions. Failure to comply with this Policy may also result in

disciplinary action, including termination of employment.

- 3) Bribery is a criminal offence. The defaulting Designated Person will be accountable whether she/he pays a bribe herself/himself or authorizes, assists, or conspires with someone else to violate this Policy or any anti-corruption/anti-bribery law. Punishments for violating the law may include imprisonment, probation, and significant monetary fines. For example, punishment under the PCA ranges between 3 years and 7 years, along with a fine. In certain cases of habitual offenders' imprisonment could be as high as 10 years. There is no limit on the maximum fine payable.
- 4) The Compliance Officer shall, after considering inputs, if any, from the Designated Director, have the discretion to recommend appropriate disciplinary action, including suspension and termination of service of such a defaulting Designated Person. The Compliance Officer shall also recommend if the violation is potentially criminal in nature and should be notified to the authorities. In the event of criminal or regulatory proceedings, the Designated Persons shall cooperate with relevant authorities. Depending on the nature and scale of default by the defaulting Designated Person, the Compliance Officer may also recommend to the board of directors to commence civil and/or criminal proceedings against such a Designated Person to enforce remedies available to our Company under applicable laws.
- 5) Employees should contact HR Department if there are questions about the Policy.

#### K. Training

Each employee should be familiarized with the different types of improprieties that may occur within their areas of work. All employees will be imparted regular and relevant training on the process of implementing and adhering to this policy, from time to time. These trainings maybe imparted either online or maybe imparted by the Designated Persons. The trainings would be provided periodically, and all employees are expected to undergo/ repeat the same at specified intervals.

#### L. Miscellaneous

- 1) Accurate and complete recordkeeping is essential to the successful operation of the Company, as well as to our ability to meet our legal and regulatory obligations. Each Designated Person has a responsibility to be accurate, complete, and honest in what he/she reports and records to meet regulatory requirements, as well as in all internal and external documents of the Company, including accounting records, timecards, expense reports, invoices, payroll records, safety records, business records, performance evaluations, etc.
- 2) Every Designated Person is encouraged to raise concerns about any bribery issue or suspicion of malpractice or any case of corrupt practice or any breach of this Policy or applicable ABAC Laws at the earliest possible stage. If he/she is unsure whether a particular act constitutes bribery or corruption or if he/she has any other queries, these should be raised with the respective reporting manager and the respective Compliance Officer.
- 3) No personnel who, in good faith, reports a violation of the Policy shall suffer harassment, retaliation or adverse employment consequences.

Annexure A

A. Business Partner Pre-Clearance Form

[To be filled out by Company employee]

A “Business Partner” is a third party who will assist Company in obtaining or retaining business, or obtaining or retaining advantage in conduct of business for the Company, especially if that third party will or may interact with Government Officials on behalf of the Company such as consultants, finders, introducing brokers, placement agents and any other business intermediaries, as well as vendors and suppliers who may interact with Government Officials on behalf of the Company.

\*In addition to this Pre-Clearance Form, please submit a due diligence report and copy of the proposed contract prior to engaging the Business Partner.

Name and Address of Business Partner:

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**Due Diligence Questions**

1. What service will the Business Partner be providing (e.g., make introductions, propose business opportunities, supply equipment, etc.)
  - o Why is this Business Partner necessary?
  - o Why have you selected this Business Partner?
  
2. In which country is the Business Partner's principal place of business?
  
3. In which country/countries will the Business Partner be providing goods or services to or partnering with the Company?
  
4. To your knowledge, are the services to be performed consistent with the Business Partner's normal operations and previous experience?  
Yes\_\_\_No\_\_
  
5. To your knowledge, are the resources of the Business Partner (e.g., staffing, capital and, infrastructure and personnel, sourcing) sufficient to perform the required services?  
Yes\_\_\_No\_\_\_\_
  
6. Will the Business Partner use the services of any third party (e.g., subcontractor)?  
Yes\_\_\_No\_\_\_  
If yes, provide the name, address, and telephone number of the third party.

7. Is the Business Partner expected to have any interaction with a Government Official on behalf of the Company or on behalf of an entity in which the Company has an interest (e.g., joint venture) in connection with this engagement?  
Yes \_\_\_\_ No \_\_\_\_
- o If yes, please provide further details.
8. Is the Business Partner owned or controlled by a Government Entity or Government Official?  
Yes No \_\_\_\_
9. Has the Business Partner been referred to the Company by a Government Official?  
Yes No \_\_\_\_
10. Is the Business Partner positioned to act to the Company's advantage in connection with the engagement because it has employees who are either Government Officials or close relatives of Government Officials?  
Yes \_\_\_ No \_\_\_\_ -
11. Describe the compensation (payment or other benefit) that the Company will provide to the Business Partner (e.g., fixed sum, retainer, hourly rate, success fee, other value or benefit, etc.)
12. Is the level of compensation market rate?  
Yes \_\_\_\_\_ No \_\_\_\_
13. Will the Company pay for expenses incurred by the Business Partner?  
Yes No \_\_\_\_
14. Are any of the following red flag's present?
- Payment to bank accounts in the name of someone other than the Business Partner
  - Payments to accounts in jurisdictions other than the Business Partner's principal place of business, or where the services are provided.
  - Business Partner is seeking upfront payments.
  - Business Partner relies on personal connections to provide the proposed services.
  - Local law requires a joint venture partner.
  - Business Partner has promised success to the Company in obtaining a mandate or guaranteed a capability to find advisory or investment opportunities.
  - Business Partner is reluctant to enter into a written agreement.
  - Business Partner has been subject to corruption allegations.
  - None of the above apply.
15. Will the retention of each Business Partner be documented by a written contract containing appropriate anti-corruption representations and warranties (See Annexure B to Policy)?  
Yes \_\_\_\_\_ No \_\_\_\_
16. Will the contract with the Business Partner specify the services to be rendered and the compensation to be paid?  
Yes \_\_\_\_ No \_\_\_\_
17. Will the contract with the Business Partner require submission of invoices and supporting documentation for all expenses made on behalf of the Company?  
Yes \_\_\_\_\_ No \_\_\_\_

18. To the best of your knowledge, does the Business Partner have its own anti-corruption policies and procedures?

Yes \_\_\_\_\_ No \_\_\_\_\_

Pre-Clearance Form prepared by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Approved by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Reviewed by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

[A completed copy of this form must be returned to Finance Department before an employee engages a Business Partner.]

## Annexure B

### Anti-Corruption Language for Business Partner Contracts

The Company will make best endeavors to include the provisions set out in Sections I and II below in Business Partner contracts (“Agreement”). Any substantive changes to the language below must be approved by the executive director/managing director.

The provisions in Section II may be included either as part of the anti-corruption section or in another section of the contract.

“You” may be changed to the Business Partner name or to “Consultant,” “Representative,” or a similar term or abbreviation, as appropriate.

### **Anti – Corruption (I)**

#### **You hereby represent, warrant and covenant to Bigfoot Retail Solutions Private Limited that:**

- a. In the performance of this Agreement, You and Your shareholders, affiliates, officers, directors and employees, and Your agents and representatives, if any, will comply strictly with all applicable anti-corruption laws.
- b. Neither You nor Your shareholders, affiliates, officers, directors and employees, nor Your agents or representatives, if any, has taken nor will take any action in furtherance of an offer, payment, promise to pay, receipt, acceptance or authorization of the payment or giving or receiving of anything of value, either directly or indirectly, to or from any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage;
- c. Throughout the duration of this Agreement, neither You nor any of Your officers, directors, employees, nor Your agents or representatives, if any, is or will become a Government Official<sup>1</sup>; and neither You nor any of Your shareholders, affiliates, agents or representatives, is or will be owned, directly or indirectly, in whole or in part, or controlled by any government or Government Official.
- d. You shall create and maintain precise and accurate books and financial records in connection with the services performed under this Agreement. Upon request, Company shall have the right to inspect such books and financial records in connection with the services performed under this Agreement. You will fully cooperate with any such inspection that may be conducted.
- e. You shall notify Company immediately if at any time the foregoing representations and warranties shall not be true and correct. Upon receipt of such notification, or in the event that Company determines that a breach of any of the representations and warranties in [Section I] has occurred or is likely to occur, the Company shall have the right to unilaterally terminate this Agreement upon written notice without further payment under this Agreement; withhold payment under this Agreement until such time as it has received confirmation to its satisfaction that no breach has occurred or is likely to occur; and/or pursue any other remedies available to it;
- f. Company shall not be obligated under this Agreement to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of any applicable anti-corruption laws.



**OTHER REQUIRED PROVISIONS (II)**

A. **Non-Assignment.** You may not assign, sub-contract or otherwise enter any arrangements to set the fees hereunder with any third party or parties, directly or indirectly, or delegate.

<sup>1</sup>“Government Official” is broadly defined and includes (a) officials and employees of and (b) any person acting in an official capacity on behalf of:

- Governments, governmental agencies and instrumentalities, and public international organizations.
- Companies that are partially or wholly owned or controlled by governments or governmental agencies(notwithstanding that the company may be publicly listed); and
- Political parties, including candidates of the party.
- The services for which You have been retained to any third party or parties without express written authorization from Company.

B. **Payments.** All payments due to You under this Agreement will be made by check or bank transfer in the place where Your business is domiciled or where You perform services for Company. Company will not make any payments which are owed to You under this Agreement to a third party.

C. **Permitted Disclosure.** You agree that Company may disclose the terms of this Agreement, including, without limitation, your identity, services rendered and the payment terms, to any third party who, in Company judgment, has a legitimate need to know, including government agencies.

For any concerns the employees can reach out to respective HRBP

*Disclaimer: The Company reserves the right to amend, suspend or withdraw this policy, guidance, and procedure at any time without notice. Further, the Company reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, eliminate any or all the steps.*

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