

DEFINITIONS

- **Act** means the Companies Act, 2013 and Rules framed thereunder, as amended from time to time.
- **Board** means Board of Directors of the Company.
- **Directors** mean Directors of the Company.
- **Company** means TATA SIA Airlines Limited operating under the brand name "Vistara".
- **CSR** means Corporate Social Responsibility.
- **CSR Committee or Committee** shall mean the Corporate Social Responsibility and Safety Committee as constituted by the Board in accordance with the Act.
- **CSR Policy** shall mean the CSR Policy of the Company, which covers the yearly activities undertaken by the Company under the policy and the CSR expenditure thereon.

1. CSR MISSION

To operate in a prudent manner to **minimize negative impact** to our environment, to proactively use **our skills and expertise**, and leverage **our services** for the benefit of the community through **consistent and targeted actions**.

The aim is to leverage the robust heritage of social service of the Company's parent brands, TATA Sons Limited (TATA) and Singapore Airlines Limited (SIA), to make a positive impact on the community in which the Company operates.

2. OBJECTIVES OF THE CSR POLICY

- To define a framework and budget for CSR activities and initiatives in the Company;
- To designate a CSR Committee that will ensure compliance with the guidelines set in the CSR Policy;
- To establish standard operating procedures to monitor the implementation of planned CSR initiatives and to report it in a transparent fashion; and
- To outline a governance and auditing mechanism for external parties (NGOs) involved in executing CSR initiatives with the Company.

3. SCOPE AND APPLICABILITY

This CSR Policy shall be applicable to all employees of the **Company**.

4. CSR COMMITTEE

In terms of section 135 of the Act, the Board at its meeting held on March 30, 2016 has constituted a CSR Committee. The current composition of the CSR Committee is as follows:

- Vinod Kannan
- Bhaskar Bhat
- Sangeeta Pendurkar
- Lee Lik Hsin
- S. Padmanabhan

The Committee, *inter alia*, will be responsible for:

- i. Formulating and recommending to the Board, a CSR Policy which shall indicate the activities to be undertaken by the Company as specified in Schedule VII of the Act.
- ii. Ensuring that the CSR Policy is in compliance with the Act.

- iii. Recommending to the Board the CSR expenditure to be incurred in a financial year.
- iv. Recommending to the Board modifications to the CSR Policy as and when required.
- v. Sharing updates on CSR activities with the Board and for the annual report.
- vi. To monitor the implementation of framework of the CSR Policy.
- vii. To carry out any other function as mandated by the Board from time to time and / or enforced by any statutory notification, amendment, or modification, as may be applicable, necessary, or appropriate for performance of its duties.

5. CSR FRAMEWORK

- 6.1 The Company shall undertake the activities as recommended by the CSR Committee and approved by the Board in accordance with the provisions of Section 135 of the Act read with Schedule VII and Companies (CSR Policy) Rules, 2014:
- i. Eradicating hunger, poverty and malnutrition, "promoting health care including preventive health care" and sanitation including contribution to the Swachh Bharat Kosh set-up by the Central Government for the promotion of sanitation and making available safe drinking water.
 - ii. promoting education, including special education and employment enhancing vocation skills especially among children, women, elderly, and the differently abled and livelihood enhancement projects.
 - iii. promoting gender equality, empowering women, setting up homes and hostels for women and orphans; setting up old age homes, day care centres and such other facilities for senior citizens and measures for reducing inequalities faced by socially and economically backward groups.
 - iv. ensuring environmental sustainability, ecological balance, protection of flora and fauna, animal welfare, agroforestry, conservation of natural resources and maintaining quality of soil, air and water including contribution to the Clean Ganga Fund set-up by the Central Government for rejuvenation of river Ganga.
 - v. protection of national heritage, art and culture including restoration of buildings and sites of historical importance and works of art; setting up public libraries; promotion and development of traditional art and handicrafts.
 - vi. measures for the benefit of armed forces veterans, war widows and their dependents; Central Armed Police Forces (CAPF) and Central Para Military Forces (CPMF) veterans, and their dependents including widows.
 - vii. training to promote rural sports, nationally recognized sports, Paralympic sports and Olympic sports.
 - viii. contribution to the prime minister's national relief fund or Prime Minister's Citizen Assistance and Relief in Emergency Situations Fund (PM CARES Fund) or any other fund set up by the central govt. for socio economic development and relief and welfare of the schedule caste, tribes, other backward classes, minorities, and women.
 - ix. (a) Contribution to incubators or research and development projects in the field of science, technology, engineering, and medicine, funded by the Central Government or State Government or Public Sector Undertaking or any agency of the Central Government or State Government; and
(b) Contributions to public funded Universities; Indian Institute of Technology (IITs);

National Laboratories and autonomous bodies established under Department of Atomic Energy (DAE); Department of Biotechnology (DBT); Department of Science and Technology (DST); Department of Pharmaceuticals; Ministry of Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homoeopathy (AYUSH); Ministry of Electronics and Information Technology and other bodies, namely Defense Research and Development Organisation (DRDO); Indian Council of Agricultural Research (ICAR); Indian Council of Medical Research (ICMR) and Council of Scientific and Industrial Research (CSIR), engaged in conducting research in science, technology, engineering and medicine aimed at promoting Sustainable Development Goals (SDGs).

x. rural development projects.

xi. slum area development.

Explanation - For the purposes of this item, the term 'slum area' shall mean any area declared as such by the Central Government or any State Government or any other competent authority under any law for the time being in force.

xii. disaster management, including relief, rehabilitation, and reconstruction activities.

6.2 While the Company strive to undertake all or any suitable activity as specified in Schedule VII to the Act, the focus areas of CSR in the Company are:

i. Children & Education – Promoting secondary level education and a healthy lifestyle in underprivileged children to help achieve their dreams

ii. Employability skills – Equipping underprivileged women and children especially girls with useful vocational skills and encourage them to consider career in aviation or related sectors

iii. Environment & Sustainability – Ensuring sustainability, ecological balance, and conservation of natural resources in the environment

iv. Regular contributions to external partners (NGOs) through payroll giving programme

6.3 The primary modes of community outreach will be:

i. Donation and grant-giving

ii. Employee volunteering

iii. Voluntary payroll giving

iv. Providing access to air travel and cargo space

6.4 All CSR initiatives in the Company will be planned keeping in mind the conduciveness of participation by pilots and crew, out-station employees, and Company's leaders.

6.5 Platforms of Company's parent brands, such as TATA Engage, will additionally be utilized to partner with them and enable wider outreach of the Company's employees through programmes such as ProEngage and TATA Volunteering Week.

6.6 The Company operates with the TATA Group approved external vendors only. The primary external partners are identified as the Salaam Baalak Trust, Goonj, Akshaya Patra and Smile Foundation.

6.7 External partners shall have no alignment/affiliation/exposure (including any past associations) with any political party or candidate for political office.

6. CSR BUDGET

A CSR budget shall be prepared for every financial year and submit along-with the main budget if for approval of the Board. The expenditure will be based on the number of CSR

initiatives projected and the approximate cost per initiative. The CSR budget will comprise of cost of organizing activities and CSR engagement (including sustainability initiatives such as environment conservation).

7. GOVERNANCE

- i. All external partners working with the Company (for the purpose of this CSR Policy) shall mandatorily provide the compliance undertakings (as per Annexure I) to ensure compliance with the regulatory norms being followed in India at present.
- ii. The Company shall follow the listing criteria, as available with the Company, which will be used to determine whether an organisation is eligible for partnership with the Company. This will include a review of the financial statements, governance mechanism, board members and programme reviews of the potential external partner. Each external partner shall be required to fill the vendor registration form, including all the undertakings as provided therein.
- iii. Once an external party is on board as a partner, the CSR representative of the Company shall undertake periodic visits to the external partners to keep a check on how funds/donated goods are being utilized.

8. MONITORING, REPORTING AND EVALUATION

- i. The CSR representative of the Company shall coordinate/ review the implementation of CSR and sustainability initiatives at various areas and report to the Board through the CSR Committee.
- ii. The CSR Committee shall closely monitor all CSR spends and shall ensure that funds/grants (if any) shall be released against verified utilizations. This may include periodic visits, comprehensive documentation, and regular interaction with beneficiaries. The Company shall have the right to audit all activities and expenses made by external parties in relation to the execution of CSR initiatives of the Company. In addition, all external parties (for the purpose of this CSR Policy) shall be made aware of the Anti-Bribery and Anti-Corruption Policy of the Company and its contents and their conduct shall be in accordance with the Anti-Bribery and Anti-Corruption Policy of the Company. A right to audit by the Company, as stated above and adherence with the Anti-Bribery and Anti-Corruption Policy of the Company by external parties shall be documented appropriately and a sign-off shall be taken from external parties in that regard.
- iii. The CSR Committee shall meet on a half yearly basis to monitor the implementation of CSR Policy.
- iv. Updates about activities related to CSR involving employee participation on a Company level will be shared on the internal social networking tool for employees, V-One (Workplace by Facebook).
- v. Every station in-charge shall submit a quarterly report on the CSR activities to the CSR representative.
- vi. The CSR Committee and CSR representative should be well aware of the Anti-Bribery and Anti-Corruption Policy of the Company. Any instance or complaint related to bribery should immediately be forwarded to the Compliance Officer as per the Anti-Bribery and Anti-Corruption Policy of the Company.

9. CSR POLICY REVIEW

The CSR Policy will be subject to review by the CSR Committee/ Board as may be required from time to time.

Annexure – I

External Partner Registration and Undertaking

Vendor Registration Form

Please mail completed application to:

**TATA SIA Airlines Limited (TSAL) Regd. Office: Jeevan Bharti Tower 1,
10th Floor Connaught Circus, New Delhi 110 001
Tel. +91 (0)124 _____**

Company Name (in full) _____

Registered Address (enclose Proof, **to be provided for each GST registered place of business separately**) _____

_____ City: _____ PIN: _____

Tel.: _____ Fax: _____ Email _____

Permanent Account Number (PAN): (Please attach documentation)

**GST
Registration**

- Registered
- Unregistered
- Exempted
- SEZ

Goods & Service Tax Registration No: (if the answer to the above is registered. Please provide the below and attach documentation)

Sr	Name	Address	GST No

PAYMENT TERMS: (Number of days as agreed)

HSN/SAC Code: (for all the goods/services provided)

Please mention if under composition scheme

Yes

No

***Mailing Details of the Key Administrator:** (For Correspondence, MIS, etc.)

Name 1: _____ Designation: _____

Name 2: _____ Designation: _____

Address: _____

_____ City: _____ PIN: _____

Tel.: _____ Fax: _____ Email: _____

**Mandatory field*

Type of business entity: Public Ltd. Pvt. Ltd. Public Sector
 Partnership firm Other (Please specify) _____

Industry Type: A Manufacturing Technology/IT Travel
 Other (Please specify) _____

Industry Type: B
 Micro/Small/ Medium MSMED Act Yes No.

If yes, please provide copy of the certificate.

GST Registration Registered Unregistered

Related Party:

- a. Are you related to any of the directors / associate or business partner of TSAL? e. Does the director or manager of TSAL holds along with his relatives, more than two percent of its paid-up share capital of your
- b. Are you related to any employee of TSAL?
- c. Are you related to any KMP (CEO/MD/Manager/CS/Director/CFO etc.,) of TSAL? _____
- d. Is any director /manager of TSAL or their relative a director/manager in your firm/Pvt. Co.?

company?

	<u>YES</u>	<u>NO</u>
If the answer to any of the above is YES, please declare interest.	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>

Principal Bank Account details & Bank Account Authorization

Bank Name: _____

Address: _____

City: _____ PIN: _____ Tel.: _____

Account No.: _____ IFSC Code _____

We hereby agree that all payments should be made to the above-mentioned bank account

Declaration

All the facts stated above are true to the best of my/our knowledge, information and belief. I/We hereby further undertake to indemnify TSAL for all consequences, if any, resulted from acting on the representation/statement of facts mentioned above.

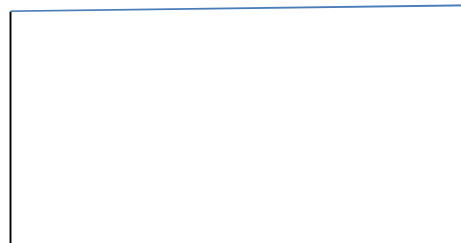
Authorization

Name : _____

Designation : _____

E-mail Address : _____

Date : _____



Signature of Authorized Signatory 1

Name: _____

Designation: _____

E-mail Address: _____

Date: _____



**Signature of Authorized
Signatory 2**

Please attach copies of the following documents as applicable.

1. Copy of the Certificate of Incorporation of the Company (if a partnership firm, attach a copy of the partnership deed with names of all partners).
2. Copy of Company's PAN Card / PAN Letter.
3. GST Registration No.
4. Cancelled Cheque of the main bank Account.
5. Copy of address proof of the Company, e.g. latest bank statement, PAN intimation letter or latest utility bill.
6. Copy of lower rate of deduction if applicable

* Additional documents may be requested for, if required

INTEGRITY AND COMPLIANCE GUIDELINES FOR THE VENDOR

1.Code of Conduct:

1.1 TATA SIA Airlines Limited is committed to conducting business with integrity and drive a vision to become the most respected Airline in India. The Vendor's commitment to and compliance with the high ethical standards of TSAL as specified in its Code of Conduct (the Code) including Prevention of Sexual Harassment (POSH) and applicable laws/ regulations are essential for a mutually beneficial business relationship between the Vendor and TSAL.

1.2 The Vendors working on TSAL's behalf are expected to be free from the influence of any substance that could impair their job performance. This includes alcohol, illegal drugs, controlled substances and, in certain instances, prescription medication.

1.3 The Vendors working on behalf of TSAL must avoid all real or potential conflicts between its interests and of TSAL.

1.4 TSAL will not solicit any gifts or entertainment from current or potential Vendors or other business partners. TSAL will never accept or offer gifts that are: (a) Cash or monetary equivalents, such as gift cards or vouchers (b) Objects that have significant

value, or may appear significant to others (c) Indicative of preferential treatment. In addition, TSAL will never accept or offer entertainment that is: (a) Excessive in value (b) Not business-related (c) In an inappropriate setting.

1.5 The Vendor should be committed to fight against money laundering and terrorist financing, which continues to be the focus of considerable attention by governments, international organizations and law enforcement agencies around the world.

1.6 The Vendor must comply with all applicable environmental laws and regulations, as well as any guidelines set forth by TSAL.

Anti-corruption and money laundering Laws:

2.1 TATA SIA Airlines Limited (TSAL) is subject to anticorruption laws including U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act and the Prevention of Corruption Act, 1988 of India.

2.2 The U.S Foreign Corrupt Practices Act makes it unlawful, among other things, for a U.S. company or anyone acting on its behalf to make or offer payment, promise to pay, or authorize the payment of anything of value to:

(i) any officer or employee of, any person acting in an official capacity for, a foreign government or any department, agency or corporation thereof, or any foreign political party, party official or candidate; or

(ii) any person, while knowing that all or a portion thereof will be offered, given or promised, directly or indirectly, to anyone described in (i) above, for the purpose of: (a) influencing any act or decision by each person in his official capacity; or (b) inducing him or her to use his or her influence with a foreign government to affect, either by action or inaction, any act or decision of such government to obtain or retain business for any person.

2.3 The UK Bribery Act prohibits bribery of both government officials and in the private sector in UK and abroad. Offering, promising or giving bribes, requesting, accepting or agreeing to receive bribes, bribing a foreign public official and failure to prevent bribery are the main offenses under the UK Bribery Act.

2.4 The Prevention of Corruption Act, 1988 is the primary legislation in India which prohibits, inter alia, any undue advantage/bribery given to or received by a public servant. The Act also makes a commercial organization criminally liable if any person associated with it gives or promises to give any undue advantage to a public servant intending to obtain or retain business for such commercial organization or to obtain or retain an advantage in the conduct of business for such commercial organization.

2.4 The prime law in India to prevent money laundering is the Prevention of Money Laundering Act, 2002 (PMLA) which aims to prevent money-laundering and to provide for confiscation of the property derived from, or involved in, money-laundering and for matters connected therewith or incidental thereto. The PMLA provides, *inter alia*, that

whosoever directly or indirectly attempts to indulge or knowingly assists or knowingly is a party or is actually involved in any process or activity connected with the "proceeds of crime" including its concealment, possession, acquisition or use and projecting or claiming it as untainted property shall be guilty of the offence of money-laundering. The expression "proceeds of crime", as mentioned above, means any property derived or obtained, directly or indirectly, by any person as a result of criminal activity relating to a scheduled offence (as provided in the PMLA) or the value of any such property or where such property is taken or held outside the country, then the property equivalent in value held within the country or abroad.

2.5 The Vendor acknowledges that the Vendor is aware of the U.S. Foreign Corrupt Practices Act, UK Bribery Act, the Prevention of Corruption Act, 1988 (India), Prevention of Money Laundering Act, 2002 (including the amendments, rules, notifications and any other statutory guidelines made thereunder) or other applicable law relating to bribery or corrupt practices in India, confirms its understanding of the provisions of such laws, and agrees to comply with those provisions and take no steps that might cause TSAL/Vendor to be in violation of such laws. The Vendor also acknowledges that the Vendor is aware of the compliance policies of TSAL (including Anti-bribery and Anti-corruption policy of TSAL), as provided to it, and, confirms its understanding of them and agrees to comply with them. In the event TSAL believes, in good faith, that the Vendor has violated the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, Prevention of Corruption Act, 1988 (India), Prevention of Money Laundering Act, 2002 or any other applicable law or the compliance policies of TSAL, TSAL may, without prejudice to its other rights, terminate the business arrangement with the Vendor by immediate written notice to the Vendor.

2.6 If the Vendor has a reason to believe that any TSAL employee, or anyone working on behalf of TSAL, may have engaged in ethical or legal misconduct, the Vendor has a duty to promptly report its concerns. If you have any questions or concerns related to the integrity and compliance guidelines mentioned above or wish to report any unethical or illegal situations, you should contact: ethics@airvistara.com

2.7 The Vendor and its employees and representatives are committed to unyielding integrity and agree to comply with the integrity and compliance standards set forth above. These obligations and undertakings of Vendor are in addition to and do not modify or amend any obligations or commitments of the Vendor in any TSAL purchase order or other written agreement between the parties.

2.8 The Vendor further undertakes to provide the declaration/undertaking as annexed in Annexure-I of this vendor registration form.

Acknowledged and agreed by Vendor's authorized representative/s on

(Date)

Signature:
Name:
Designation:

Signature: _____Name:-
_____Designation: _____

Annexure – A

DECLARATION FOR THIRD PARTIES

1. I / We hereby recognize that as a matter of corporate policy, TATA SIA Airlines Limited (“Company” or “Vistara”) expressly prohibit financial or other advantages directly or indirectly including payment of bribes or any facilitation money or grease payments in connection with its business operations by any intermediary including consultant / agent / business partner / vendor or contractor or sub-contractor, engaged to provide goods and / or services to the Company and / or its clients.
2. I / We hereby confirm that I / we shall abide by the provisions of the TATA Code of Conduct and the provisions of all applicable domestic and international laws including but not limited to anti-bribery and anti-corruption laws such as U.S. Foreign Corrupt Practices Act 1977, U.K. Anti-Bribery Act 2010, and Prevention of Corruption Act 1988 of India, and appropriate standards and principles and have valid authorizations, licenses and permits to carry out such business. I / We hereby represent and warrant to the Company that I / we have in place adequate policies, systems, controls and procedures designed to comply with all applicable domestic and international laws especially related to Anti-bribery law, all applicable domestic and international laws and generally accepted standards of business ethics and conduct.
3. 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 with customers involved in legitimate business activities, with funds derived from legitimate sources.
4. I / We shall not, directly or indirectly, make, offer or promise to make or authorize provision of financial or other advantages 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 the Company, customers or any government official or agency, in connection with the performance of this agreement/ work order / contract or in connection with any other business transactions involving the Company and / or its clients.
5. I / We will avoid any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. I / We will neither give nor accept hospitality or gifts that might appear to incur an obligation.
6. I / We will follow the relevant 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 hereby acknowledge that I / We shall keep all books and records up to date, in a clear, transparent and fair manner, including records in relation to the Company’s business.
8. I / We understand the Prevention of Corruption Act 1988 (PCA), Prevention of Corruption (Amendment) Act 2018 (PCAA), US Foreign Corrupt Practices Act, 1977 (FCPA), UK Bribery Act 2010 and similar anti-bribery laws including, without limitation, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption (wherever applicable) and the Company prohibition of facilitating

payments and hereby agree not to engage in any activity which could lead to accusations of breach of PCA, PCAA, FCPA, UK Bribery Act or similar anti-bribery laws including the OECD Convention (wherever applicable) and the Company prohibition of facilitating payments.

9. I / We shall not take any action which places or is likely to place the Company in violation of laws or which could be detrimental to reputation and / or the business interests of the Company. 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 the Company without prior written approval from the Company.
10. I / We hereby agree that in the eventuality of me / us appointing a sub-contractor (with written approval of the Company, the sub-contractor shall also comply with this TATA Code of Conduct.
11. I / We hereby agree to indemnify the Company with regard to any government or third-party investigations related to or arising out of my / our alleged violation of this Code, the PCA, PCAA, FCPA or similar anti-bribery laws including, without limitation, the OECD Convention.
12. I / We hereby agree to promptly report any violations of the Code to the Company and further agree that the Company has / have a right to terminate the Agreement / Work Order / Contract and recover any amounts thereto paid to me / us under the same. I / We hereby agree that I / we shall procure that my / our employees and officers shall promptly give all assistance, information and explanations to the Company and its group companies or its employees and its professional advisors as they may reasonably request in this regard.
13. I / We hereby agree that I / we shall not buy, sell or otherwise deal in the Company securities if I / we have inside information. 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.
14. I / We hereby acknowledge that the I / We am / are not affiliated or related to any political party or an officer of a political party, or do not hold any public office (including any District, State or Central administrative, judicial or executive office).
15. I / We hereby acknowledge that I / We do not have any ongoing litigation case in relation to any offences under the Prevention of Corruption Act, 1988 (India), Prevention of Money-laundering Act, or any other laws for violating or potential violation of any anti-bribery anti-corruption laws.
16. I / We acknowledge that I / We have:
 - a. never been associated with, involved in, or arrested for violation of any laws in India;
 - b. never been associated with, involved in, or arrested for the charges of drug trafficking and/or human trafficking;
 - c. never given bribe to any public official and have never been associated, involved or arrested in conducts of bribery or corruption; and
 - d. never been associated, involved or arrested for the charges of fraud, forgery or criminal conspiracy

UNDERTAKING

I / We hereby confirm that I have read and understood the TATA Code of Conduct for Intermediaries including consultants / agents / business partners / vendors and undertake to comply with same and all the applicable laws / statutes / directives or regulations and shall promptly notify you of any actual or suspected breach and provide all required information in this regard. Upon the occurrence of an actual or suspected breach, we shall promptly take all remedial actions as suggested by you and in the event of any failure to take such remedial measures by us, this agreement/ work order / contract or any other business transactions shall be automatically terminated with immediate effect without damages or other sanction. I / We hereby further

Name of Company:

Name of the Authorised Signatory:

Designation of the Authorised Signatory:

Date:

Signature & Seal: