



CONFLICT OF INTEREST POLICY

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1. INTRODUCTION

Blinkit Foods Limited (hereby referred to as Company or BFL) is committed to promoting a positive and healthy work environment and maintaining the highest levels of ethics and integrity. Avoiding conflicts of interest and at the same time respecting rights and choices of its employees, is an important part of maintaining the integrity and sustainability of our business.

This policy has been adopted by the Board of Directors of BFL and explains the relevant principles and rules for preventing or managing conflicts of interest and how such principles and rules are to be implemented

2. CONFLICT OF INTEREST

Conflict of Interest (“COI”) may arise where an employee places their personal interests before the interests of the Company and where such personal interests unduly influence business judgment, decisions, or actions. A conflict situation could be actual or perceived and may be an event or circumstance when a person does or consciously fails to do an act which allows the person to derive personal gains.

3. SCOPE AND APPLICABILITY

This policy shall be applicable to all employees of BFL.

4. DEFINITIONS

- **Business Partner** means any entity which is a vendor, supplier, merchant or any other partner, by whatever name called, having business relation with BFL or its parent company or any of its subsidiaries.
- **Disclose/Disclosure** would be disclosure on conflict of interest which has been submitted by the employee in line with this policy.
- **Employee(s)** would be an Employee (including full time, part time, casual, off role & interns) of the Company including executive directors, however non-executive directors shall be excluded.
- **Family Members** include an Employee's spouse, partner, child or stepchild, parent, parent-in-law, sibling.
- **Hobbies**, would include activities done for enjoyment, typically during one's leisure time, not professionally and not for pay
- **Personal Relationship** refers to a close connection between two people, formed by emotional bonds and interactions and would include romantic / intimate relationships amongst them.
- **Restaurant** would mean a place where meals are prepared and / or served / delivered to customers and would include a café, delivery only kitchen, ice cream parlour, or any other establishment of a similar nature.

5. PRINCIPLES AND RULES

A conflict situation could be actual or perceived and may be an event or circumstance when a person does or consciously fails to do an act which allows the person to derive personal gains.

If any of the below principles of the COI are applicable to any employee, then she/he must disclose such interest via [this form](#).

- 1) **Working with Competition:** If during the course of employment with the Company, Family Member of an Employee is employed or about to be employed by a Competitor, then disclosure is required to be given by the Employee.

Further, direct or indirect work (including full time or part time engagement) by an Employee for a Competitor is completely prohibited.

- 2) **Outside Employment / Engagement:**

- a) **Full time Engagement:** An employee cannot undertake any other employment or full time engagement of any nature whatsoever.
- b) **Part time engagement** is allowed provided there is no impact/ conflict with the work which is being done for the Company. However any form of part time engagement where there is a risk that the activity may cause the employee to disclose Company's confidential or proprietary information or trade secrets, even if no financial interest is accruing to the employee is completely prohibited.

Part time engagement may include -

- Appointment as Director/ Promoter / Consultant/ Advisor; or Intern
- Freelancer for any work for which the employee is deriving actual/perceived direct or indirect benefit (either financial or in kind)
- Social media engagement (for platforms such as Instagram, Facebook, LinkedIn, Twitter, etc.) for direct / indirect (*barter deals, sponsorships, free travel and stay, etc.*) monetary gains in any form including but not limited to brand partnerships, product endorsements, event sponsorship, content sponsorship, subscriptions for exclusive content, patron/ donation accounts, *online forums*, etc.

Since it is not easy to determine whether outside involvement could conflict with work, before accepting any such offer / engaging otherwise, the Employee must provide disclosure in line with this policy.

- 3) **Outside interests in unlisted Business Partner / Third Party:** Employees are prohibited in taking part in business decisions involving an unlisted Business Partner / *Third Party*:
- That employs a Family member;
 - Which is owned by the Employee / Employee's Family member;
 - In which the Employee / Employee's Family member has Financial Interest.

If the Employee is aware of the potential conflict and is involved in taking a business decision on behalf of the Company with such unlisted Business Partner / Third Party, then such Employee should immediately Disclose the conflict and distance themselves from the decision-making process.

Illustrative list of such Business partners includes but is not limited to :

- Restaurant partners listed on Zomato platform
- Any seller listed / proposed to be listed on the Blinkit platform
- Franchise partners of Blinkit dark stores
- Any business which supplies goods/ services to the Hyperpure vertical or BFL
- Event management companies working with District business

- 4) **Personal/ financial relationships:** Employee should avoid:
- Personal/ financial relationships with other Company Employees and / or vendors / suppliers /merchants where being in that relationship may result in one of the persons receiving or giving an unfair advantage, or preferential treatment to the other;
 - Participating in or making a procurement decision that could benefit themselves, or someone with whom they have a close Personal Relationship;
 - New candidates: Hiring, reviewing, or influencing the job evaluation or compensation of a candidate with whom they have a Personal Relationship;
 - Existing employees: Direct reporting, reviewing work or having influence in the performance evaluation of an Employee with whom they have a Personal Relationship.
- 5) **Gifts:** Employees, consultants or contractors are not allowed to offer gifts, or receive gifts (including meals / entertainment) from suppliers, merchants or any other Third Party until unless **all** of the following conditions are fulfilled:

- Cash: Gift is not received / given in the form of cash;
- Moderate value: Gift received is of estimated value of INR 5000 or equivalent local currency;
- Customary and appropriate. Gift is considered a customary and appropriate business gift in the country where it is offered. For eg: gifts received during festivals such as Diwali, Christmas, etc.;
- No favored treatment: The gift is not offered / accepted in expectation of special or favored treatment;
- Legal: Offering or accepting the gift is not in violation of applicable law.

If all the above conditions are met, then the Employee should disclose in line with this policy prior to giving or accepting such gift.

- 6) **Any other situation:** In case a situation arises (not falling in the above) wherein the Employee feels that it may lead to COI, then the Employee should reach out to the Governance, Risk and Compliance (“GRC”) team for clarification and disclose it appropriately as per this policy.

6. DISCLOSURE AND APPROVAL OF CONFLICT OF INTEREST

- If any of the principles of COI as mentioned above are applicable to any Employee, then he / she must disclose and take approval of such interest to [via this form](#)
- Disclosure must take place as soon as the Employee identifies the conflict and, whenever possible, before the Employee engages in the conduct in question;
- Business and relationships are dynamic and when circumstances change, existing disclosures may no longer be accurate or complete. When this happens, the Employee must freshly disclose and take approval of the conflict of interest;
- As a general rule, when in doubt, please check with the GRC team on the applicability of COI.

7. REVIEW OF COI DISCLOSURES BY GRC

- GRC POC shall review submission by the Employee and identify solutions or take corrective action via mutual discussion. Corrective action could be changing the location or team of the Employee, asking Employee to forfeit Financial Interest, etc.;
- Corrective action taken by the GRC shall be communicated to the respective manager and business / function head for future reference;
- The COI which is disclosed by the Employee on Human Resource Information System (HRIS) shall be visible to the reporting manager, Employee and GRC POC as part of the HRIS profile. It is the responsibility of the manager to view and be aware of the disclosures done by his or her team members.

8. REPORTING POTENTIAL MISCONDUCT

Any Employee who is aware of any potential violation of this policy is required to report suspicion to coc.concern@eternal.com.

Employees who report potential misconduct or who provide information or otherwise assist in any inquiry or investigation of potential misconduct will be protected against retaliation as per the Code of Conduct.

9. BREACH OF THIS POLICY

Breach of this policy can lead to disciplinary and other actions up to and including termination of employment. GRC team shall review the disclosures on a periodic basis to make sure corrective actions are being taken according to this policy.

10. WAIVERS

Any waiver of this policy requires prior written approval of the Head, GRC.

11. AMENDMENT

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

12. COMPLIANCE

The Head, GRC shall be responsible for supervision of the Policy. Any queries regarding the Policy shall be referred to the GRC team

13. INTERPRETATION

In any circumstance where the terms of this Policy are inconsistent with any existing or newly enacted law, rule, regulation or standard governing the Company, the said law, rule, regulation or standard will take precedence over this Policy.

14. VERSION HISTORY

Version	Approved in	Description
Version 1	October 16, 2025	Original Policy