



Vendor Code of Conduct

Version: 1.1

Applicability: This Policy establishes a Code of Conduct for current and potential Kinenco's Suppliers/Contractors/Service Providers/Consultants.

I. OBJECTIVE

KINECO is committed to conducting its business in an ethical, legal and socially responsible manner, while exercising high standards of integrity and sound ethical judgment. KINECO expects its Suppliers/Contractors to share this commitment and, therefore, has established this Code of Conduct. Although there may be different legal and cultural environments applicable to its Suppliers/Contractors, KINECO's Suppliers/Contractors must meet the following minimum requirements in order to do business with KINECO.

II. CODE OF CONDUCT

Compliance with Laws, Regulations and Published Standards

KINECO's Suppliers/Contractors shall ensure compliance with all applicable local, state, federal and international laws, orders, rules, regulations and ordinances and Kinenco Vendor Code of Conduct ("Code") in performing Contracts.

The supplier shall use only materials and services that are not subject to export controls and/or sanctions involving any countries and shall confirm that in writing, if requested by the Company.

KINECO's Suppliers/Contractors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labour practices. In addition, KINECO's Suppliers/Contractors must require their suppliers (including temporary labour agencies) to do the same.

Ethical Business Practices

KINECO's Suppliers/Contractors shall conduct their businesses in accordance with the highest standards of ethical behaviour and in accordance with applicable laws and regulations. KINECO's Suppliers/Contractors are expected to conform to these requirements in each of the following areas:

- **Fair Trade Practices:** KINECO's Suppliers/Contractors shall not engage in collusive bidding, price fixing, anti-competitive practices, price discrimination or other unfair trade practices in violation of Competition Laws.
- **No Bribery, Kickbacks and Fraud:** No funds or assets of the KINECO's Suppliers/Contractors shall be paid, loaned or otherwise disbursed as bribes, "kickbacks", or other payments designed to influence or compromise the conduct of KINECO, its employees or representatives.
- **Say No to Corrupt Practices:** While laws and customs vary throughout the world, KINECO's Suppliers/Contractors must comply with legal requirements and laws that apply to Corrupt Practices. The Central Vigilance Commission's (CVC's) guidelines and Prevention of Corruption Act, 1988 makes it unlawful to give anything of value to government officials, foreign political parties, party officials, or candidates for office for the purposes of obtaining or retaining business.
- **No Money Laundering:** The Supplier/Contractor shall ensure that sufficient procedures for potential conflict of interest situations are in place, and that accurate accounts and records are kept of business transactions. The supplier shall adhere to Prevention of Money Laundering Act, 2002 and their regulations and other international conventions applicable to them.

Kinenco Limited

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- **Triggered Audit Rights** : If KINECO has a reasonable suspicion that the provisions of this Agreement have been violated either based on identifiable evidence or information or otherwise, KINECO and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement in whatever form they may be kept by Supplier including, but not limited to, relevant accounting records, transactional records, financial documents, or written policies and procedures. Supplier will keep and preserve all such records and accounts throughout the term of the Agreement, and for three years after the expiration or termination of this Agreement or the length dictated by Supplier's data retention policies, whichever is greater, subject to any applicable legal privilege, data protection or data privacy law or express legal restriction. These audit rights must be explicitly included in any subsequent subcontracts or agreements formed between Supplier and any subcontractors or other service providers in connection with the performance of this Agreement.
- **Safeguard Intellectual Property Rights**: KINECO's Suppliers/Contractors shall respect the intellectual property rights of others, including KINECO, its affiliates and business partners. KINECO's Suppliers/Contractors must take appropriate steps to safeguard and maintain confidential and proprietary information of KINECO and shall use such information only for the purposes specified for use by KINECO. KINECO's Suppliers/Contractors shall observe and respect all KINECO patents, trademarks and copyrights and comply with all requirements as to their use as established by KINECO.

Environmental Practices

KINECO's Suppliers/Contractors shall minimize any adverse impact of its operations on the environment and demonstrate continuous improvements in minimizing these impacts. The Suppliers/Contractors shall be continuously vigilant about updates in listings of chemical substances of concern.

KINECO's Suppliers/Contractors shall comply with all environmental laws and regulations applicable to their operations worldwide. Such compliance shall include, among other things, the following items:

- Obtaining and maintaining environmental permits and timely filing of required reports
- Proper handling and disposition of hazardous materials
- Monitoring, controlling and treating discharges generated from operations

Occupational Health and Safety Practices

KINECO's Suppliers/Contractors shall provide their employees with a safe and healthy working environment in order to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of the supplier. KINECO's Suppliers/Contractors shall, among other things, provide:

- Occupational health and safety training
- A system for injury and illness reporting
- Worker exposure to physically demanding tasks, including manual material handling and heavy lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.
- Medical treatment and/or compensation to injured/ill workers arising as a result of working for supplier.
- Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. When hazards cannot be adequately controlled by engineering and administrative means, workers are to be provided with appropriate personal protective equipment.
- Machine safeguarding and other protective measures to prevent injuries/illnesses to workers
- Workers are to be provided clean and safe facilities including clean toilet facilities, access to potable water and sanitary food preparation and storage facilities.
- Worker dormitories provided by the Suppliers are to be clean, safe, and provide emergency egress, adequate heat and ventilation and reasonable personal space.

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Labour Practices

The supplier shall support and respect the protection of human and labour rights as expressed in the Constitution of India, United Nations' Universal Declaration of Human Rights and the Core Conventions of International Labour Organization (ILO).

KINECO expects its Suppliers/Contractors to adopt sound labour practices and treat their workers fairly in accordance with local laws and regulations. In addition, Suppliers/Contractors must comply with the following standards:

- Suppliers/Contractors shall not use any forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.
- Suppliers/Contractors shall comply with local minimum working age laws and requirements and not employ child labor.
- Suppliers/Contractors shall not require workers to work more than the maximum hours of daily labor set by local laws.
- Suppliers/Contractors shall provide wages for regular and overtime work and benefits that meet or exceed legal requirements.
- Suppliers/Contractors shall treat each employee with dignity and respect. In no event shall Suppliers/Customer's workers be subject to threats of violence, physical punishment, confinement or other form of physical, sexual, psychological or verbal harassment or abuse.
- Suppliers/Contractors shall not discriminate in its employment practices on the basis of race, color, religion, sex, age, physical disability, national origin, creed or any other basis prohibited by law.
- Suppliers/Contractors shall recognize and respect the rights of its workers to join or to refrain from joining associations of their own choosing and the right to collective bargaining in accordance with local labor laws and established practices.

Export Sanctions/Terrorism Activities

The parties shall comply with all applicable Indian/U.S./EU/UK/UN Export Control laws and regulations as currently enacted, or as subsequently modified during the performance of this Agreement, including but not limited to Foreign Trade (Development & Regulation) Act, 1992, U.S. Arms Export Control Act ("AECA"), the International Traffic in Arms Regulations ("ITAR"), the Export Administration Act ("EAA") and the U.S. Export Administration Regulations ("EAR"). Suppliers/Contractors must abide by all economic sanctions or trade embargoes that United Nations / Government of India has adopted, whether they apply to foreign countries, political or to particular foreign individuals and entities. Suppliers/Contractors must not directly or indirectly engage in or support any terrorist activity.

Neither Suppliers/Contractors nor any of their affiliates, nor any officer or director of the supplier or any of their affiliates, should be included on any lists of terrorists or terrorist organizations compiled by the Government of India or any other national or international body.

Anti-Counterfeiting Agreement

Supplier/Contractor has adopted KINECO's Anti-Counterfeit Policy intended to mitigate the risks associated with use of counterfeit goods and to develop best practices and strategies to identify, inspect, test, properly dispose of and report encounters with counterfeit goods. The Supplier/Contractor agrees to adopt zero tolerance Policy against knowingly and intentionally trafficking in counterfeit goods.

Monitoring and Compliance

Suppliers/Contractors shall conduct audits and inspections to insure their compliance with this Supplier Code of Conduct and applicable legal requirements. If a Supplier/ Contractor identifies areas of non-compliance, they agree to notify the relevant KINECO Purchasing Manager, regarding their plans to remedy any such non-compliance.

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KINECO or its representatives may engage in monitoring activities to confirm Supplier's/Contractor's compliance to this Code of Conduct, including on-site inspections of facilities, use of questionnaires, review of publicly available information, or other measures necessary to assess supplier's performance.

Any KINECO Suppliers/Contractors witnesses or becomes aware of any Code of Conduct violations, he is obligated to promptly notify KINECO's Compliance Officer at Legal@kinecogroup.com to raise his concerns and report suspected violations. Based on the assessment of information made available to KINECO, KINECO reserves the right (in addition to all other legal and contractual rights) to disqualify any potential supplier or terminate any relationship with any current Suppliers/Contractors found to be in violation of the Code of Conduct without liability to KINECO.

III. APPLICATION/EXCLUSIONS

This Code of Conduct is a general statement of KINECO's expectations with respect to Suppliers/Contractors. This Policy should not be read in lieu of but in addition to any obligations as set forth in any (i) request for proposal or other Purchase document, or (ii) agreements by and between KINECO and the Suppliers/Contractors.

In the event of a conflict between this Policy and any KINECO Purchase document or applicable agreement, the terms of the Purchase document or applicable agreement shall control, except any clause limiting the liability for any breach of this Code. No exclusions are applicable to this policy.

IN WITNESS WHEREOF, the undersigned have caused this Supplier Code of Conduct to be executed by their authorized officers as of the date and year first written above.

SUPPLIER/CONTRACTOR

Signature and Stamp:


Name:

Organisation _____

Designation:

Date: _____

Prepared by



Manisha Naik
CS & Compliance Officer

Approved By



Shekhar Sardessai
Chairman & Managing Director

Date: 01.01.2025

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