

VENDOR CODE OF CONDUCT

Syrma SGS Technology Limited (SSTL) has always embodied the true spirits of business ethics in its interactions with all its stakeholders – the customers, Vendors, employees, agents, representatives, consultants, advisors, retainers, shareholders, the Government, or the society at large.

We believe that our Vendors are extension of our company and an integral part of our Supply chain and the entire eco-system. We expect that all our Vendors promote and disseminate compliance with the Code of Conduct principles in their own supply chain. Failure to adhere with this Supplier Code may result in termination of commercial relationship with SSTL as its Supplier and any of SSTL subsidiaries/associate companies.

This Vendor Code of Conduct (“Vendor Code”) details the expectations that SSTL has from its Vendors and applies to Syrma SGS Technology Limited and its subsidiaries (“SSTL Group”). This Code should be read in conjunction with and is incorporated into the agreement which governs the contractual relationship between the parties and sets forth their rights and obligations. The Code may include references to other policies and documents which the Supplier is also be expected to comply with. In case of a conflict between the Code and the agreement, the agreement shall prevail unless as otherwise specified herein or as required by law.

The term "Vendor" means any entity or person that sells, or seeks to sell goods or services, to SSTL Group, including the Vendors employees, agents, and other representatives.

General Principle

Vendors shall comply with all the applicable laws, rules and regulations, including those related to labour, health, safety and the environment and conduct their business in ethical manner.

I. Business Ethics and Compliance

A. Integrity and Ethics

The Vendors should ensure that they comply with the relevant anti-bribery and corruption laws in both letter and in spirit. SSTL has a zero-tolerance policy with respect to any form bribery and/or corruption. Vendors shall ensure the following:

- Implement monitoring and enforcement procedures to ensure compliance with anti-bribery and corruption laws;
- Raise invoices and claims in line with the agreed services and supplies, along with the supporting documents; Perform all business dealings transparently and maintain accurate details of the same in business books and records;
- Never offer, directly or indirectly, any form of gift, entertainment or anything of value to anyone on behalf of SSTL including government officials, customers or their representatives to obtain or retain business; influence business decisions; and/or secure an unfair advantage;
- Abstain from offering any bribe, kickbacks and/or facilitation payments
- Vendors shall uphold standards of fair business, advertising and competition. Vendors shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of applicable antitrust laws.

B. Conflict of Interest

This includes situations where an SSTL employee or director may have an interest of any kind in the Vendor's business, whether through personal relationships, investments, directorships, or any kind of economic ties with the Vendor. In event of any conflict of interest arising at the time of empanelment or prior/post/during engagement, Vendors shall promptly disclose such situations to SSTL.

C. Quality & Product responsibility

Vendors shall ensure that the quality of product/service delivered shall be in-line with all the contract terms and conditions. Suppliers shall adhere to all applicable laws and regulations regarding prohibition or restriction of specific substances, including labelling of products, if required.

D. Confidentiality

Vendors shall ensure that confidential or proprietary information about SSTL, our clients, employees or other parties, which has been gained through employment or affiliation with SSTL, is not used for personal or professional advantage. The confidential information also extends to any employee data, personal data or third-party information as shared by SSTL.

E. Business Continuity

The Vendor shall ensure that there are plans and procedures to resume business in the event of any physical disaster (e.g., Such as fire, flood, wind, earthquake, explosion, etc.) or work stoppage of any kind (e.g., Labor strike, economic/social structure breakdown, etc.). Subject to mutual agreement on business continuity plan terms by both parties, the Vendor shall resume services within committed timelines following a disaster or work stoppage event.

F. Insider Trading

SSTL complies with SEBI (Prohibition of Insider Trading) Regulations, 2015. During the course of engagement, if the Supplier becomes aware of any Unpublished Price Sensitive Information ("UPSI") relating to SSTL Group, the Supplier shall ensure:

- (a) Not to disclose UPSI to anyone inside and/or outside SSTL including family and friends
- (b) Not to trade in the securities (equity /derivatives) of SSTL either through self or through Portfolio Investment Servicer provider or through immediate relatives till such UPSI is available in public domain.

G. Third Party engaged by Vendor

In the event the Vendors engage any third party to provide services/goods to SSTL, Vendors shall ensure that such third party adheres to the Vendor Code and does not indulge in any activity that violates the terms of the Vendor Code. Vendors shall be responsible to monitor compliances by such third party and determine that they are in accordance with the applicable laws and regulations.

H. Compliance with Laws

Vendors shall fully comply with all applicable national and/or local laws and regulations, treaties and industry standards including, but not limited to, those related to labor, immigration, health and safety and the environment. The Vendors shall maintain all records of such compliance as mandated under the applicable laws and provide the same to SSTL upon request.

II. SOCIAL RESPONSIBILITY

Vendors are urged to respect internationally recognized human rights standards and to work towards them in all business activities within their own sphere of influence. Any slavery, servitude, human trafficking, forced or compulsory labour are prohibited.

Child Labour: Only workers who meet the minimum employment age requirement in the country where they are working, may be hired by a Vendor. The Vendors must comply with all the applicable labour laws, including those related to hiring, wages, hours worked, overtime and working conditions. The Vendors are urged to formulate work-study programs and government-sponsored educational programs for the younger working section of the society.

Wages, Benefits and Working Hours: Working hours, wages, overtime pay and other elements of compensation must comply with all applicable laws. Workers must be paid at least the minimum legal wage or a wage that meets local industry standards and will provide all legally mandated benefits. Workers should be paid annual leave and holidays as per the applicable laws.

Work Environment and Equal Opportunities / Anti-Discrimination: Vendors are obliged to refrain from any discrimination and to ensure equal employment. Vendor shall not discriminate the employees, on the basis of nationality, color, origin, ideology, religion, race, caste, creed, trade union or political activity, sexual orientation, age, sex, illness, disability, pregnancy or any medical condition. Vendors' employees should be treated with dignity and work environment should be free of all types of harassment, whether physical, verbal or psychological.

Diversity: Vendors to promote such a culture where every individual is encouraged to reach his or her full potential, regardless of gender, ethnicity or cultural background. This diversity is considered a distinct competitive advantage as each individual is encouraged to contribute his or her unique perspective and strength to the whole, while respecting and learning from the experience of others. Vendor shall maintain a fair, secure, productive and inclusive workplace for all members of their workforce, one in which everyone is valued for their unique contributions to the company. Vendors shall ensure the freedom of association including without limitation collective bargaining etc. and should have whistle blower mechanism in place with protection against retaliation.

Health & Safety: Vendors shall provide their employees with a safe and healthy workplace, which is in compliance with all applicable safety and health laws, regulations, and practices. Vendors shall ensure that all legal requirements including but not limited to occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food and housing are addressed. Vendors shall take adequate steps to minimize the causes of hazards inherent in the working environment. Vendors shall take adequate steps to address the issue of substance abuse and shall prohibit the use, possession, distribution or sale of illegal drugs in their supply chain.

III. SUSTAINABILITY

Vendors shall strive to abide and act in accordance with the applicable statutory and international standards for environmental protection. All products manufactured along the supply chain must meet the environmental protection standards of their market segment such as water quality, air quality etc. This includes the complete product life cycle as well as all used materials. Vendors shall, on SSTL's request, provide evidence that they have implemented an environment program in order to reduce the carbon footprint on the environment.

Vendors shall develop, implement, and maintain environmentally responsible business practices. We expect our Vendors to work towards following objectives while transparently reporting in their efforts:

- **Energy and Emissions:** monitor energy consumption, move to renewable sources of energy and reduce GHG emissions
- **Water:** reduce the consumption of freshwater, reuse and recycle wastewater
- **Waste:** segregate waste at source and adopt scientific practices in waste disposal and eliminate single use plastic from their operations. Monitor pollution of air, land, water (and noise pollution) and make necessary efforts to eliminate pollution
- **Biodiversity:** Protect biodiversity and preserve flora and fauna. Vendors shall ensure its operations are in harmony with community stakeholders and shall not infringe upon land, forest and water rights of the community.

SSTL encourages its Vendor organizations (from the origin of service or goods provided) to get certified to applicable industry - specific certifications including ISO certifications and make Sustainability/ ESG disclosures in line with the standard requirements mentioned above. ISO certifications, disclosures on ESG and associated ratings and periodic upgradations to demonstrate robust practices in the respective domains will be among important considerations for long term business relationship with SSTL.

IV. PROTECTING COMPANY ASSETS AND INTELLECTUAL PROPERTY

Vendors shall ensure that the assets of SSTL are not misused and shall be used in a reasonable manner as Vendors use its own assets. Vendors shall use assets for the purpose of conducting business for which they are duly authorized and shall not cause damage to the assets of SSTL. Vendors must respect and protect the intellectual property rights of all parties by only using information technology and software that has been legitimately acquired and licensed. Vendors must protect and responsibly use the physical and intellectual assets of SSTL, including intellectual property, tangible property, supplies, consumables, and equipment, when authorized by SSTL to use such assets.

Vendors must comply with all SSTL's requirements and procedures for maintaining passwords, confidentiality, security and privacy as a condition of providing SSTL with goods or services or receiving access to the SSTL's internal corporate network, systems, and buildings. All data stored or transmitted on SSTL owned or leased equipment is to be considered private and the property of SSTL. Vendor shall inform SSTL of any new intellectual property acquired by the Vendor (including any of its employee, representative or its group company)

V. REPORTING



CIN: L30007MH2004PLC148165

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If you observe any situation, circumstance, or action that violates this Vendor Code, please follow the reporting mechanism mentioned under Vigil Mechanism. Details can be accessed on SSTL's website at <https://syrmasgs.com/investors#corporate-governance/> > Codes and Policies > Whistle Blower

Or do please reach us directly at email Compliance@syrmasgs.com.

Affirmation:

I hereby affirm and agree to comply with the Code and the applicable policies/regulations and it will be my/our duty as Vendor to check the other relevant policies uploaded on SSTL's website at <https://syrmasgs.com/investors#corporate-governance/> > Codes and Policies.

Signature : _____
Name of Supplier :
Date :

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Approved by Board on May 18, 2023

Last amended on: N/A

