

FINOLEX INDUSTRIES LIMITED

SUPPLIER CODE OF CONDUCT

The Finolex Code of Conduct represents the values and core principles that guide the conduct of every Finolex business. At FIL, we are committed to improve the quality of life of the communities we serve globally through long-term stakeholder value creation based on 'Leadership with Trust'. FIL has epitomized the true spirits of Ethics in its interactions with all its stakeholders – be it the Customers, Suppliers, Employees, Shareholders, the Government or the Society at large. FIL expect all Suppliers to adhere to the same.

“Supplier” here means any business, company, corporation, person or other entity that provides, sells or seeks to sell, any kind of goods or services to FIL, including the Supplier’s employees, agents and other representatives.

1) Products and Services

The Suppliers shall be committed to supplying products and services of high quality that meet all applicable standards. The products and services offered shall comply with applicable laws, including product packaging, labelling and after-sales service obligations. The Supplier shall market its products and services on their own merits and not make unfair or misleading statements about the products and services of competitors.

2) Regulatory Compliance

The Supplier shall comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which it operates.

3) Bribery and Corruption

The Supplier shall not engage in any form of bribery or corruption.

4) Human Rights

a) The Suppliers shall not employ children at their workplaces.

b) The Suppliers shall not use forced labour in any form.

5) Gifts and Hospitality

Business gifts and hospitality are sometimes used in the normal course of business activity. However, if offers of gifts or hospitality (including entertainment or travel) are frequent or of substantial value (in excess of Rs.5,000/-), they may create the perception of, or an actual conflict

of interest or an ‘illicit payment’. Therefore, gifts and hospitality given or received should be modest in value and appropriate, and in compliance with FIL’s Gifts and Hospitality policy.

The Suppliers shall neither receive nor offer or make, directly or indirectly, any illegal payments, remunerations, gifts, donations or comparable benefits that are intended, or perceived, to obtain uncompetitive favours for the conduct of its business with FIL.

6) Health and Safety

The Suppliers shall strive to provide a safe, healthy and clean working environment for its employees.

7) Environment

The Supplier shall strive for environmental sustainability, particularly with regard to the emission of greenhouse gases, consumption of water and energy and the management of waste and hazardous materials. The Supplier shall endeavour to offset the effect of climate change in its activities.

8) Conflict of Interest

The Supplier shall not engage (directly or indirectly) into a financial or any other relationship with a FIL employee (or the FIL employee’s relative or any entity in which the FIL employee has an interest) that creates any actual or potential conflict of interest for FIL. The Supplier understands that a conflict of interest arises when the personal interests of the FIL employee are inconsistent with the responsibilities of his/her position with the company. All such conflicts must be disclosed. Even the appearance of a conflict of interest can be damaging to FIL and to the Suppliers, and are to be disclosed and approved in advance by FIL management.

Any conflict of interest must be disclosed by the Supplier in writing within the following timelines:

- i. In case of a new Supplier, who is proposing to do business with FIL for the first time, such conflict of interest must be disclosed at the time when commercial/ technical proposal is shared by the Supplier to FIL
- ii. In case of an existing Supplier, within 7 days of creation of any such conflict of interest.

9) Third Party Representation

a) The Supplier shall represent our company (including FIL brand) only with duly authorised written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.

b) The Supplier shall safeguard the confidentiality on the use of intellectual property and data of FIL.

10) Protecting Company Assets

The assets of FIL shall not be misused; they shall be employed primarily and judiciously for the purpose of conducting the business for which they are duly authorised. These include tangible assets such as equipment and machinery, systems, facilities, materials and resources as well as intangible assets such as proprietary information and intellectual property.

11) Reporting Violations

The Supplier shall notify FIL regarding:

- i. Any known or suspected improper behaviour by the supplier relating to its dealings with FIL; or
- ii. Any known or suspected improper behaviour (including, but not limited to requests for bribes or any other financial/ non-financial benefit sought) by FIL employees.

Such reporting must be made via email to: av@finolexind.com

Reported violations will be treated confidentially without retaliation.

FIL Supplier Code of Conduct Compliance Commitment

We hereby confirm that we have received the FIL Supplier Code of Conduct and commit to comply with it in letter and in spirit. We are also aware that these clauses/provisions form an integrated part of Suppliers agreement, signed with FIL

We understand that FIL reserves the right, upon reasonable notice, to check compliance with the requirements of Supplier Code of Conduct.

We understand that FIL encourages its Suppliers to implement their own binding Code of Conduct and agree that we will be responsible for complying obligations under this code.

Failure to adherence to this code would attract the disciplinary consequences.
