



**Code of Conduct (CoC)
for
Suppliers/Contractors/Vendors**

1/1/2023

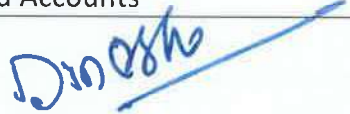
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1 INTRODUCTION

Refex Group of Companies foster responsible behavior in its supply chain, in accordance with the highest standards of ethics and integrity, respect for the law, human and labour rights, and environmental stewardship. Refex upholds the requirement of United Nations Universal Declaration on Human Rights, the fundamental Human Rights Conventions of International Labour Organisation (ILO) and Sustainable Development Goals (SDGs). In line with Refex vision, mission and philosophy, this Code of Conduct (COC) provides a framework for the purpose of ensuring that the Company's Suppliers/Contractors/Vendors/contractor/vendors adhere to high standards of safe working conditions, fair and respectful treatment of employees, and ethical practices for ensuring compliance with legislation, contract clauses, international treaties and best practices.

2 PURPOSE / OBJECTIVE

This Code of Conduct (hereinafter referred to as the "CoC") shall guide all Suppliers/Contractors/Vendors, contractors and vendors to engage in ethical, responsible, and legal business practices in their operations and adhere to ESG standards. Refex expects the Suppliers/Contractors/Vendors, contractor and vendors to comply with all applicable regulatory requirements and implement policies and procedures, and provide training, as deemed necessary within their organisation. This CoC has been developed considering the current national and international laws, policies, regulations and global standards.

3 SCOPE

The Code extends to all business partners who do business with Refex Group of Companies (which shall mean and include its holding company, subsidiaries, affiliates, and associate companies collectively referred to as "Refex"), and includes Suppliers/Contractors/Vendors, contractors, sub-contractors, vendors, consultants, agents, business partners, collaborators and others that work for or supply goods and services to Refex, including their personnel (employees or sub-contractors). Suppliers/Contractors/Vendors shall include a company/firm/proprietor or any of its directors, officers, employees, representatives, agents, affiliates or other persons acting on behalf of the company/firm/proprietor or any of its affiliates.

4 CODE OF CONDUCT FOR SUPPLIERS/CONTRACTORS/VENDORS

REFEX expects Suppliers/Contractors/Vendors including their personnel (employees or sub-contractors) to support, embrace and enact the following Code of Conduct (CoC), apart from complying with all national and international regulations and laws that are applicable at any given time.

4.1 Promote Environmental Sustainability

- (a) Avail and maintain all required environmental permits, approval and licenses for their scope of work, service, materials or product.
- (b) Conduct all operations, sourcing, manufacture, distribution of products and the supply of services with the aim of protecting and preserving the environment.
- (c) Use natural resources rationally and work towards reducing resource consumption (water, energy, fuel, electricity, other materials etc.) and GHG emissions.
- (d) Identify environmental risks and set up appropriate prevention measures.
- (e) Prevent contamination, limit waste generation, and avoid or minimise adverse impact on the environment and biodiversity by facilitating reusing and recycling material.
- (f) Clearly monitor the precautions to be taken during operations & maintenance in case of emission of heat, vibrations, radioactive rays, noise or similar environmental nuisance.
- (g) Use only those chemicals and aerosols with very low or zero ODP (Ozone Depletion Potential), which are allowed as per the regulatory provisions.
- (h) Ensure that all the chemical and hazardous substances are accompanied by the manufacturer MSDS (Material Safety Data Sheet) during transport, storage, use and disposal, and that instructions mandated be strictly followed. No chemical and hazardous substance shall be received without a MSDS document. All the applicable regulatory guidelines shall be adhered strictly for the procurement, transport, storage, use and disposal of such harmful and hazardous chemicals.
- (i) Provide written instructions about handling and/or disposal of equipment and product during the life cycle if special handling is required.

4.2 Health & Safety

- (a) Ensure that the activities of Suppliers/Contractors/Vendors do not harm the health and safety of their own employees, workers, local communities/population, and finally the users of its products and services, which is in accordance with the Refex's Mission Zero Harm in Health and Safety.
- (b) Provide and maintain healthy and safe working conditions and welfare facilities for the employees and workers in its establishment and operation sites.

4.3 Commitment to Human Rights, Labour and the Society

4.3.1 Child Labour

- (a) No person below 18 years shall be employed or permitted to work in any occupation or process.
- (b) Zero tolerance for any kind of child labour in their establishments and supply chain.

4.3.2 Forced Labour

- (a) Under no circumstance shall Suppliers/Contractors/Vendors use forced labor whether in form of compulsory or trafficked labour, indentured labour, bonded labour or other forms, through direct or indirect use of force and/or intimidation.
- (b) Any kind of slavery, mental and physical coercion, human trafficking and debt bondage in the supply chain shall not be tolerated.

4.3.3 Wages and Working Hours

- (a) Ensure that all applicable regulations related to wages, overtime compensation and other legally mandated benefits of their employees and subcontractors are fair and comply with applicable national and local laws as well as with contractual agreements.
- (b) Ensure that maximum working hours laid down in the respective country are adhered to.

- (c) Ensure that that wages and benefits of their employees and subcontractors are fair and comply with applicable national and local laws as well as with contractual agreements.
- (d) Provide all workers, both permanent and non-permanent, with employment documents that are freely agreed to and which respect their legal and contractual rights.

4.3.4 Freedom of Association and Collective Bargaining

- (a) Recognise and respect the rights of workers to freedom of association and collective bargaining.
- (b) Ensure that all employees can communicate with the management regarding working conditions.

4.4 Non-Discrimination and Equal opportunity

- (a) Commit, within the scope of prevailing laws and statutes, to oppose all forms of discrimination and maintain a work environment free from such discrimination and harassment.
- (b) Refrain from discrimination in hiring and employment practices on grounds of skin colour, age, caste, gender, race, ethnicity, nationality, socio-economic background, physical or mental disability, religion, sexual orientation, marital status, pregnancy, dependants, political or religious opinion, ideology, union membership and personal or social circumstances. Special attention must be paid to the rights of workers most vulnerable to discrimination.

4.5 Zero Tolerance towards Harassment

- (a) Treat all employees with respect and dignity and furthermore ensure that their own Suppliers/Contractors/Vendors treat their employees in the same manner.
- (b) No tolerance towards unacceptable treatment of employees, such as physical punishment or torture, sexual harassment, or abuse, mental or physical coercion or verbal abuse, or the threat of any such treatment.
- (c) No worker should be subjected to any physical, sexual, psychological, or verbal harassment, abuse or other form of intimidation.

4.6 Ethical Integrity and Legality

- (a) All activities must be carried out in compliance with the legislation that is applicable in the countries in which the Suppliers/Contractors/Vendors operate.
- (b) All other applicable international laws and regulations must be complied with, including those relating to international trade (such as those relating to sanctions, export controls and reporting obligations), data protection and antitrust/ competition laws.
- (c) Avoid any conduct that could tarnish or damage the reputation of Refex.

4.7 Anti-Corruption & Anti Bribery

- (a) All forms of bribery and corruption are prohibited
- (b) Adequate measures and procedures should be in place to prevent bribery in all commercial dealings.
- (c) Maintain a policy of 'Zero Tolerance' of any practice that may be deemed to be corruption, either active or passive.

- (d) No tolerance for unacceptable conduct, which includes, but not limited to, non-compliance with anti-corruption laws and, directly or indirectly offering, promising, hiring or authorising payments in cash or in kind to any Refex employee, public official or any other person or entity, with intention of a) obtaining or retaining business b) Influencing business decisions; and/or c) securing an unfair advantage.

4.8 Conflict of Interest

- (a) All and any conflict of interest in any business dealings with Refex, of which the Suppliers/Contractors/Vendors are aware, should be declared to Refex so that appropriate action can be taken.

4.9 Insider Trading and Other Economic Crimes

- (a) Ensure that all business and commercial dealings are transparently performed and accurately recorded in the books and records.
- (b) Comply with applicable anti-money laundering laws, conduct business only with ethically responsible partners and receive funds only from legitimate sources.
- (c) Avoid actual or attempted participation in economic offences, such as (but not limited to) money laundering, criminal breach of trust, counterfeiting, criminal misappropriation of properties, forgery, cheating, extortion, embezzlement and fraud.
- (d) Refrain from insider trading. No confidential information regarding Refex is used to either engage, facilitate or support insider trading in Refex's shares. During their association with Refex, if a supplier is in possession of any price-sensitive unpublished information on Refex, the supplier will desist from trading in Refex's shares until such price sensitive-information is published or known to public at large.

4.10 Gifts & Hospitality

- (a) Any business entertaining/hospitality with Refex should be modest in value, appropriate, and compliant with the law and company policies, entirely for the purpose of maintaining good business relations and not intended to influence in any way Refex's decisions on future business relationship.
- (b) Only gifts/honorarium of nominal value accepted or offered on festivals, at conferences, etc. will be permitted. Such gifts should comply with local laws and customs (including cultural and religious festivals) and should not be prohibited under applicable law and should not include cash or cash equivalents, gold or other precious metals, gems or stones.
- (c) 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 REFEX.
- (d) Neither directly or indirectly offer any gift, entertainment, trip, discount, service, or other benefit to any official of REFEX or his/her close relations which would or be capable of compromising, influencing, liable to corrupt the integrity and objectivity of that person.

4.11 Responsible Sourcing

Ensure that goods and materials are not sourced in a suspicious or illegal way and implement measures for sustainable procurement practices to ensure compliance with laws and regulations. This includes



but not limited to conflict and disputed forest and mining product where violation of environmental laws and human rights are suspected.

4.12 Quality of Product and Services

Products and services should meet the specifications, quality, safety and environmental criteria specified in the relevant contract documents and required by applicable laws.

4.13 Corporate Citizenship

Suppliers/Contractors/Vendors shall be committed to be good corporate citizens, not only in compliance with all relevant laws and regulations, but also by assisting and supporting initiatives to improve the quality of life of local communities/regions in which it operates. The activities may be, but not limited to, community health and family welfare, vocational training, education and literacy and employment.

5 IMPLEMENTATION OF CODE OF CONDUCT

- (a) Suppliers/Contractors/Vendors are required to adhere to the CoC and to undertake to abide by and implement all the principles to their best knowledge and efforts.
- (b) Refex reserves the right to carry out due diligence, audit and inspection of its Suppliers/Contractors/Vendors, who must cooperate in the process. Such Suppliers/Contractors/Vendors are also urged to conduct similar due diligence of their Suppliers/Contractors/Vendors, contractors and affiliates to enable compliance throughout their supply chain.
- (c) Any noncompliance by the supplier will constitute a breach of its contractual obligations. In the event of any breach of CoC, Refex reserves the right to take appropriate action including termination of existing contractual relationship and/or removal/suspension of any supplier who is in breach or violates any provisions of this COC. In the event of the above, Refex shall not be liable for cost, expenses or damages of any kind as a result of exercising its right as mentioned herein above. Supplier/Contractor/Vendor will indemnify Refex with regard to any government or third-party investigations related to or arising out of Suppliers/Contractors/Vendors alleged violation of this Code.
- (d) Suppliers/Contractors/Vendors shall promptly inform Refex when any circumstance arises that causes them to operate in violation of this CoC. They should also agree on the corrective measures to be taken.

6 REPORTING ON BREACHES

Refex expects the Suppliers/Contractors/Vendors to report in good faith any potential or actual violation of this CoC, laws, regulations or ethical or professional standards. Unless prohibited by law or regulation, Refex expects the Suppliers/Contractors/Vendors to raise concerns related to this CoC by making a protected and confidential disclosure through the reporting channels mentioned in Refex's Whistle Blower Policy. Refex will review/investigate any concerns raised and discuss findings/escalate with the supplier/contractor/vendor as appropriate. If remediation is required, the supplier will devise and



inform Reflex of their corrective actions and implementation plan to resolve the breach effectively and promptly. Reported violations will be treated with confidentiality as per Reflex's Whistle Blower Policy.

7 DECLARATION OF COMPLIANCE

Suppliers/Contractors/Vendors will provide a one-time declaration confirming their understanding of Reflex's CoC and declare that they have not done anything during past years and will not resort to any activity that would amount to violation of the CoC. By this declaration, the Supplier/Contractor/vendor is stating and agreeing to abide by Reflex's CoC and comply with the applicable laws and regulations in the country or countries where they operate. Procurement/Contract/Supply Chain management teams shall incorporate a Clause in all Purchase Orders (PO) and Work Orders (WO) on Reflex's Code of Conduct for Suppliers/Contractors/Vendors as appropriate and the template of providing Declaration, enclosed as Annexure - 1.

8 EXEMPTIONS

In certain cases, as mentioned below, Legal Head and Accounts Head can jointly approve exception from obtaining declaration of compliance to CoC:

- Suppliers/Vendors/Contractors abide by their own Code of Conduct, which substantially covers all the points mentioned in Reflex Code of Conduct and they provide a certified copy thereof
- Government Institutions
- Professionals like Lawyers, Chartered Accountants, etc. bound by their professional ethics

Any other exception should be jointly approved by Legal Head and Accounts Head.



(To be printed on Supplier's/Contractor/vendor letterhead)

Annexure I Declaration of Compliance to Refex Code of Conduct (CoC)

To,
The Head – Procurement
RIL/RRIL/3iMedtech

Sub: Declaration of Compliance to Refex Code of Conduct

1. I / We hereby confirm that I / We have read and understood Refex Code of Conduct for Suppliers/Contractors/Vendors and undertake to comply with same and all applicable laws / statutes / directives or regulations. I / We undertake to comply with the Code of Conduct in letter and in spirit.
2. I / We agree that these clauses / provisions or amendment, if any, form an integrated part of any or all Refex's purchase order or work order or agreement / contract. I / We confirm and uphold similar values as enshrined in this CoC and accordingly conduct my / our business operations.
3. I / We shall promptly notify an actual or potential breach and provide all information in this regard as per the provisions of CoC. I / We shall promptly take all remedial actions as required to comply with CoC. In the event of any failure to notify such breach or take such remedial measures, Refex will be entitled to take appropriate action, including termination of existing contractual relationship / agreement / purchase order / work order / agreement / contract, if any or any other business transactions without any liability or obligation for cost, expenses or damages of any kind as a result of exercising its right as mentioned herein above towards me / us and Refex in its sole discretion, may remove / suspend me / us as supplier.
4. We also authorise Refex to conduct due diligence / audit / inspection and assure cooperation in the process.
5. I / We state that none of our activities are / have been conducted in violation of the Code of Conduct except the following:

*Please mention short description of the violation(s) with current status.
In case you have nothing to report, please mention 'Nil' in this box*

Name of Company/ Entity

Name & Designation of Authorised Signatory;

Place:

Date:

Signature & Seal

Name & Designation of Signatory from Refex: