



Greaves Cotton Limited

Supplier Code of Conduct

Greaves Cotton Limited along with its subsidiaries (the “Company” or “Greaves”) expects the companies with whom we do business to embrace this commitment to integrity by complying with and training their employees on Greaves’s Supplier Code of Conduct (SCoC).

1. COMPLIANCE WITH THE SUPPLIER CODE OF CONDUCT

- Suppliers and their employees, personnel, agents, and subcontractors (collectively referred to as “Suppliers”) must adhere to this SCoC while conducting business with or on behalf of Greaves.
- Suppliers must require their subcontractors to acknowledge and implement the SCoC in their operations and across their supply chains.
- Suppliers must promptly report when any situation develops that causes the Supplier to operate in violation of this Code of Conduct.
- All the Suppliers of Greaves must conduct their operations in full compliance with all applicable laws and regulations and in compliance with Greaves requirements, which may exceed local legal requirements.
- In all cases in which Greaves requirements are more stringent than local legal requirements, Suppliers are required to meet the Greaves requirements which are more stringent.
- While Greaves Suppliers are expected to self-monitor and demonstrate their compliance with the SCoC, Greaves may audit Suppliers or inspect Suppliers’ facilities to confirm compliance.
- Suppliers that behave in a manner that is unlawful or inconsistent with the SCoC or any Greaves policy, it may lead to termination of their business relationship with Greaves.
- Complying with the SCoC and completing the SCoC training provided by Greaves are required in addition to meeting any other obligations contained in any contract a Supplier may have with Greaves.
- Greaves is committed to maintain a high standard of human rights and fair labour practices in its supply chain.
- When requested by Greaves, the supplier will provide the necessary information and supporting documentation to enable Greaves to perform and complete supply chain due diligence, including disclosure of certain information from subcontractors as may be required by Greaves.

2. LEGAL AND REGULATORY COMPLIANCE PRACTICES

All Greaves Suppliers must conduct their business activities in full compliance with all applicable laws and regulations while conducting business with and/or on behalf of Greaves, and must, without limitation, meet the following requirements:

- 2.1. **Trade:** Comply with all laws and regulations applicable to the import or export of the items, including but not limited to trade laws and sanctions regulations. Suppliers will not provide controlled technologies, products, or technical data to Greaves, without providing notice of such controls as necessary for Greaves to maintain compliance with applicable laws.
- 2.2. **Competition:** Conduct business in full compliance with applicable anti-trust and competition laws that govern the jurisdictions in which they conduct business.
- 2.3. **Anti-Corruption:** Conduct business in full compliance with the anti-corruption and anti-money laundering laws that govern the jurisdictions in which Suppliers conduct business, including but not limited to the following:
 - a) Suppliers must comply with all applicable anti-corruption and anti-money laundering laws, as well as laws governing lobbying, gifts, donations, hiring, and payments to public officials, political campaign contribution laws, and other related regulations. Suppliers must prohibit any forms of bribery, corruption, extortion and embezzlement. All business dealings shall be transparently performed and reflected in Supplier's business books and records. Compliance monitoring, record keeping, and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.
 - b) No Supplier shall, directly or indirectly, promise, authorize, offer, or pay anything of value (including but not limited to gifts, travel, hospitality, charitable donations, or employment) to any government official or other party to improperly influence any act or decision of such official for the purpose of promoting the business interests of Greaves in any respect, or to otherwise improperly promote the business interests of Greaves in any respect.

"Government official" refers to all of the following:

- (i) any employee of a government or its subdivision, including all elected officials;
- (ii) any private person acting on behalf of a government, even if just temporarily;
- (iii) officers and employees of companies that are owned or controlled by the government;
- (iv) candidates for political office;
- (v) members of political parties; and
- (vi) officers, employees and representatives of public international organizations, such as the World Bank and United Nations.

- c) Suppliers must report signs of any personnel, representative, or partner performing unethically or engaged in bribery or kickbacks.

3. BUSINESS PRACTICES AND ETHICS

All Greaves Suppliers must conduct business interactions and activities with integrity and trust, without limitation:

3.1 Business Information Reporting: All business information and reporting activities are to be conducted honestly and accurately and comply with all applicable laws.

3.2 Communication: Be honest, direct, and truthful in discussions, including those with regulatory agency representatives and government officials.

3.3 Press: Only speak to the press on behalf of Greaves if expressly authorized in writing to do so by a Greaves communication representative.

3.4 Publicity: Suppliers will not issue press releases or other publicity related to their relationship or agreements with Greaves without the prior written consent of Greaves contract signee.

3.5 Gifts and Entertainment: Use good judgment when exchanging business courtesies. Gifts, meals, entertainment, hospitality, and trips that are lavish or lack transparency or a legitimate purpose may be viewed as bribes, may create the appearance of a conflict of interest, or may be perceived as an attempt to improperly influence decision making. Giving business courtesies to Greaves employees, if permitted at all, should be modest and infrequent. Never give anything to gain an improper business advantage. When deciding whether to give a gift, entertainment, or other courtesy, shall comply the following requirements:

- a) Suppliers are prohibited from paying expenses for travel, lodging, gifts, hospitality, entertainment or charitable contributions on behalf of Greaves or Greaves employees.
- b) Suppliers are prohibited from paying expenses for travel, lodging, gifts, hospitality, entertainment or charitable contributions for government officials on behalf of Greaves.
- c) Travel expenses must be reasonable, have legitimate business purposes, and not be excessive or lavish.
- d) Do not offer anything of value to obtain or retain a benefit or advantage for the giver, and do not offer anything that might appear to influence, compromise judgment, or obligate Greaves employee(s).
- e) Entertainment and meals should be modest, infrequent, and occur in the normal course of business.
- f) Suppliers may not offer any business courtesy unless it is permissible under both this Code and the Supplier's gift policy.
- g) Be aware of limits. The value of any courtesy offered by a Supplier to a Greaves employee may not exceed the limits applicable to the employee's business unit and country. Greaves business unit and country limits may prohibit courtesies entirely or set maximum limits at varying amounts. It is the Supplier's responsibility to ask the recipient what the applicable limits are and to not exceed those limits.
- h) Suppliers are not allowed to give gifts of any value to any member of Greaves

procurement or its representatives.

- i) Any morale events for employees of the Supplier should be organized by the Supplier, and not by Greaves. If employees of the Supplier need to participate in a morale event with Greaves FTEs, Greaves should work out a plan for shared funding with the Supplier.

3.6 Conflicts of Interest: Be honest, direct, and truthful when answering questions from Greaves about relationships with Greaves employees. Avoid improprieties and conflicts of interests or the appearance of either. A “conflict of interest” occurs when a person’s private interest interferes in any way, or even appears to interfere, with the interest of Greaves.

3.7 Insider Trading: Insider trading is prohibited. You cannot buy or sell Greaves or another company’s securities when in possession of unpublished price sensitive information about Greaves or another company that is not available to the investing public, and could potentially influence an investor’s decision to buy or sell the security.

3.8 Conducting business with legal documents: Supply materials or services only upon receiving legal documents (Agreements, Purchase orders, etc.) authorized by Greaves designated personnel, and not rely on word of mouth or informal communication. No claims will be entertained from Suppliers, if not supported by documents officially authorized by Greaves and its authorized personnel.

3.9 Engaging Subcontractors: Obtain written consent from Greaves prior to engaging a sub-contractor to fulfill Supplier’s obligations to Greaves in addition to meeting any other obligations contained in any agreement a Supplier may have with Greaves.

4. HUMAN RIGHTS AND FAIR LABOR PRACTICES

Greaves expects its Suppliers to (1) comply fully with all employment laws, (2) share its commitment to respect all human rights and to provide equal opportunity in the workplace as set forth in the Indian Laws and Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights and (3) take effective measures to remedy any adverse human rights and fair labor impacts, including the disclosure of any and all potential violations and cooperating fully in subsequent investigations into such violations.

All Greaves Suppliers must comply with the Human Rights Policy of Greaves available at <https://greavescotton.com/investor-relations/>

5. HEALTH AND SAFETY

Greaves Suppliers are required to develop and implement health and safety management practices in all aspects of their business. Without limitation, Suppliers must:

- Ensure compliance with all applicable occupational health and safety laws and regulations, including but not limited to requirements that address occupational safety, emergency preparedness, occupational injury and illness prevention, industrial hygiene, physically demanding work, ergonomics, machine safeguarding, sanitation, food, and housing and provide compliance evidence upon Greaves request.

- Provide a safe and healthy work environment for all employees, take action to manage and minimize the causes of hazards inherent in the working environment, and implement controls to protect sensitive populations.
- Establish an occupational health and safety management system as an integral aspect of the business, allows for leadership and encourages employee participation to set policy, roles, responsibilities, and accountabilities, provides for risk and hazard identification and assessment, and provides appropriate communication channels for employee access to health and safety information.
- This management system must include procedures and processes to address incident record-keeping, investigation, correction action, and continual improvement.
- Prohibit the use, possession, distribution, or sale of illegal drugs.

6. ENVIRONMENTAL PROTECTION AND COMPLIANCE

Greaves recognizes its social responsibility to protect the environment and promote environmental sustainability. We expect Suppliers to share our corporate commitments to proactively reduce carbon emissions, reduce water consumption, and minimize waste generation. All Greaves Suppliers must, without limitation:

- Comply with all applicable environmental laws, regulations, and international treaties (where applicable), including those that regulate hazardous materials, air, and water emissions, and wastes.
- Comply with all applicable laws and regulations regarding the prohibition or restriction of specific substances in manufacturing, in products, or in packaging.
- Supplier should agree to conform to all Greaves requirements regarding product and packaging marking and labeling, material content, recycling, and disposal as directed by Greaves in their business contracts.
- Obtain and maintain all required environmental permits, regulatory approvals, and registrations.
- Prevent or eliminate waste of all types, including water discharges and energy losses, by implementing appropriate conservation measures in supplier facilities through
 - (1) the use of conservation-minded maintenance and production processes,
 - (2) By implementing strategies to reduce, reuse, and recycle materials (in that order), whenever possible, prior to disposal, and seek and use renewable energy whenever possible.
- Identify any chemicals, waste, or other materials that may be released, and which may pose a threat to the environment, and manage such chemicals or materials appropriately to ensure their safe handling, movement, storage, use, reuse, recycling, and disposal.
- Ozone-depleting substances are to be effectively managed and phased out in accordance with the relevant laws and protocols.
- Suppliers may also be required to provide independent or third-party assurance over such disclosed emissions data.

7. PROTECTING INFORMATION

Greaves Suppliers must respect intellectual property rights, protect confidential information, comply with security standards, policies, and controls, comply with privacy rules and regulations. All Greaves Suppliers must, without limitation:

7.1 Business Continuity

- Ensure maintenance of a measurable documented emergency response and disaster recovery plan to provide protection of data and intellectual property and the business continuity of the services and/or goods being provided to Greaves.
- The plan must include implementation procedures and at a minimum continuity and recovery plans for: weather or other natural disaster, labor or other resource constraints, system and/or facilities outage or unavailability, power outage, and telecommunication outage.

7.2 Physical and Intellectual Property

- Protect and responsibly use the physical and intellectual assets of Greaves, including intellectual property, tangible property, supplies, consumables, and equipment, when authorized by Greaves to use such assets.
- Respect and protect the intellectual property rights of all parties by only using information technology and software that has been legitimately acquired and licensed.
- Use software, hardware, and content only in accordance with their associated licenses or terms of use.
- Use Greaves provided information technology and systems (including email) only for authorized Greaves business-related purposes.
- Greaves strictly prohibits suppliers from using Greaves provided technology and systems to (1) create, access, store, print, solicit, or send any material that is intimidating, harassing, threatening, abusive, sexually explicit, or otherwise offensive or inappropriate, or (2) send any false, derogatory, or malicious communications.
- Comply with the intellectual property ownership rights of Greaves and others, including but not limited to copyrights, patents, trademarks, and trade secrets. Manage the transfer of technology and know-how in a manner that protects intellectual property rights.
- Any solicitation of Greaves employees using information gathered from Greaves provided technology or systems is prohibited.
- Consider all data stored or transmitted on Greaves owned or leased equipment as property of Greaves.
- Greaves may monitor all use of the corporate network and all systems (including email) and may access all data stored or transmitted using the Greaves network.

7.3 Security

- a. Do not provide access to Greaves information, or customer information, without a legitimate business need, and permission from the responsible owner.
- b. Do not bypass security controls, restrictions, or any other security measures.
- c. Do not share account credentials with others and always authenticate with assigned account credentials.
- d. Do not repurpose or synchronize Greaves credentials with accounts on third-party sites.
- e. Maintain direct control of corporate and personal devices and lock or secure devices at all times when not in use.
- f. If a Greaves asset or personal device containing Greaves business-related data is lost or stolen, report it to Greaves's Legal team as soon as possible.
- g. Do not download or install untrusted, unlicensed, prohibited, or illegal software on any device or system that accesses Greaves business data or services.
- h. Ensure personal devices that are used to conduct Greaves business are up to date and are enrolled in the Modern Access device management system.
- i. Report any potential incident that involves Greaves customer data (whether internally or through a partner or Supplier) as soon as possible.

7.4 Privacy

- a. Follow all local privacy and data protection laws.
- b. Provide clear and accurate privacy notices when collecting or processing personal data.
- c. Honor privacy choices by using data only as agreed to by Greaves representatives or Greaves's customers.
- d. Protect data by building secure products and services.
- e. Cooperate with Greaves Compliance efforts.

7.5 Retention of Corporate Records and Internal Business Information (all formats):

- a) All business records created, managed, or used on Greaves premises or with Greaves equipment / tools will be retained in full compliance with Greaves's Document Retention Policy, Corporate Retention Schedule, and other Greaves directed practices.
- b) Unless otherwise specified, Greaves will retain all rights of ownership, and control of all information created, managed, or used outside of Greaves's premises and / or Greaves equipment/tools as described in the contract with Greaves.
- c) In specific instances Supplier may be required to retain, pull, or otherwise provide data to Greaves for a prescribed amount of time as established in the contract or in the case of a legal or audit matter a hold may require data be retained beyond that obligation.

8. SUPPLIER CODE OF CONDUCT TRAINING

Suppliers must ensure their employees and approved sub-contractors working on Greaves matters understand and comply with the contents of the Supplier Code of Conduct, the applicable laws and regulations and generally recognized standards.

- a. Supplier shall administer SCoC training on an annual basis to all employees and approved sub-contractors working on Greaves matters.
- b. Training records and attestations of the requirements maintained are subject to audit.

9. SUSTAINABLE SOURCING

In order to ensure sustainable sourcing of raw material, products and/or services, Greaves will give weightage to the parameters as stated in the Supplier Code of Conduct for shortlisting any of the Suppliers. Greaves may also conduct audits of Suppliers basis these parameters and may discontinue or take such other actions as it may deem fit if it is found that Suppliers are not complying with the Supplier Code of Conduct.

10. REPORTING CONCERNS

To report questionable behavior or a possible violation of the Supplier Code of Conduct or any other applicable laws, Suppliers are encouraged to register their concerns as per the procedure prescribed under the Whistle-Blower Policy.

Greaves will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation.