

## **APPENDIX**

### **SUPPLIER CODE OF CONDUCT & BUSINESS ETHICS**

This Supplier Code of Conduct and Business Ethics (“Code”) has been formulated by GMR Group (“GMR”) based upon the set of ‘Values & Beliefs’ and business practices that GMR follows. GMR values the relationship that it shares with all its vendors/ suppliers/service providers(“Suppliers”) and believes in dealing with them in a fair and transparent manner. Similarly, GMR expects its Suppliers to comply with the terms set forth herein and also to ensure that there is transparency in their dealings in all of their activities and sites worldwide.

#### **1.Ethics & Integrity**

In order to maintain high standards of social responsibility, all Suppliers are expected to conduct their business in an ethical manner and act with integrity.

##### **a) Bribery and Corruption**

The Suppliers hereby warrant that, they will not, either themselves or through contractors or sub-contractors or through their agents/representatives, offer, promise or make any payment, gift, to any of GMR’s employees, government officials or use other means to obtain an undue or improper advantage in a manner contrary to the applicable laws (whether applicable in the place that the Supplier is situated in or elsewhere) and that, they have no knowledge that other persons who share a working relation with the Supplier will, for the purpose of obtaining or facilitating the performance of, the contracts entered into between GMR and the Suppliers or such other connected contracts. Suppliers shall uphold fair business standards in advertising, sales, and competition. Nothing in this Code shall however render GMR liable to reimburse the Suppliers’ agents or their associates for any such consideration given or promised or for any consequences arising out of such action that violates the applicable laws or involves using corruptive measures.

##### **b) Integrity**

Suppliers warrant that, the Suppliers and / or their contractors and / or sub-contractors and / or agents / representatives shall maintain high degree of integrity during the course of their dealings with GMR. If it is discovered at any time by GMR that any business/contract whether directly/indirectly connected to the contracts was procured by playing fraud or by misrepresentation or suppression of material facts, the contract entered into between GMR and Suppliers shall be voidable at the sole option of the relevant entity of GMR. For avoidance of doubts, no rights shall accrue to the Suppliers in relation to such business/ contract and GMR or any entity thereof shall not have or incur any obligation in respect thereof. If such acts of the Suppliers result in defaming GMR or results in third party claims or actions being brought against GMR, then in such case, the Suppliers shall be required to indemnify GMR from and against any and all losses or damages suffered by GMR.

##### **c) Conflict of Interest**

Suppliers warrant that they shall not enter into a financial or any other relationship with a GMR employee that creates any actual or potential conflict of interest for GMR. For the purpose of this Code, a conflict of interest arises when material personal interests of

the GMR employee are inconsistent with the responsibilities of his/her position with GMR. If any such conflicts are present, the same shall be disclosed and approved in advance by GMR management.

## **2.Labour Laws & Human Rights**

Suppliers are expected to protect the human rights of their employees/workers and to treat them with dignity and respect and in this regard, the Suppliers warrant that, in all of their activities, Suppliers shall operate in full compliance with the laws, rules, and regulations of the countries in which they operate and shall ensure not to use any form of forced, bonded, indentured, or child labour.

### **a) Child Labour**

Suppliers shall not employ/encourage employment of children, falling under such age group that is prohibited from being employed by the applicable law, for providing of services either internally or outside the premises of the Supplier.

### **b) Forced labour**

Suppliers shall not use forced labour. Supplier shall not force/coerce the employees/workers to work or demand services from the employees/workers under the threat of some sort of punishment especially in cases where, the employees/workers have not undertaken voluntarily to work for the Suppliers. All the services being provided by the Suppliers' employees/workers must be voluntary and the employees/workers shall be free to leave the work or terminate the employment with reasonable notice. Suppliers shall further ensure that, contracts for both direct and contract workers clearly convey the conditions of employment in a language understood by the employees/workers of the Suppliers. Where Suppliers shall be responsible for payment of all fees and expenses, the Suppliers shall make the required payment to their employees/workers.

### **c) Fair Treatment**

Suppliers shall provide a workplace free from hard inhuman treatment, or even the threat of any such treatment, any sexual harassment, sexual abuse, corporal punishment or other enforcement measures that compromise the individual's physical or mental integrity. Suppliers shall not threaten their employees/workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse, or unreasonable restrictions on entering or exiting company-provided facilities.

### **d) Anti-discrimination**

Suppliers shall provide their employees/ workers with a workplace free from harassment and/or deliberate discrimination or exclusion of preference made particularly on the basis of race, national origin, skin colour, language, religion, caste, political affiliations, gender, gender identity, sexual orientation, marital status, age, disability, pregnancy and related medical conditions, military or veteran status, or on any other basis prohibited by the applicable law.

### **e) Health and Safety**

Suppliers shall provide a safe and healthy working environment that poses no risk to health of the employees/workers working at their sites and ensure compliance with

local and national regulations. Suppliers shall commit to creating safe working conditions and a healthy work environment for all of their workers.

**f) Minimum Wages & Other Employee Benefits**

Suppliers must pay the minimum salaries and employment benefits that are at least equal to the normal local salary or in compliance with minimum wages required by the applicable laws and regulations and provide all legally mandated benefits and satisfy all applicable employment laws.

**3.Environment Protection**

The Suppliers shall comply with all the applicable legal requirements, as well as with any existing industry standards and guidelines regarding the environment and sustainability, but at the very least (i.e. in the event that the legal requirements and/or any industry standards and/or guidelines are less stringent than the requirements below or do not exist at all) with the following requirements:

**a) Resource Conservation and Emissions**

Suppliers will use raw materials and natural resources in a responsible and economical manner and make every effort to reduce the consumption of energy (electricity, heating), water, and fuel by encouraging practices such as the modification of production, maintenance and facility processes, material substitution, conservation, recycling and material re-utilization, and further shall try to, reduce any associated emissions, try to use environment-friendly means of transport.

**b) Hazardous Substances**

Suppliers shall identify and manage substances that pose a hazard if released to the environment and comply with applicable laws and regulations for recycling and disposal. Suppliers shall ensure the safe handling, movement, storage, use, recycling and/or reuse and environmentally-friendly disposal of such substances, in their operations.

**c) Improvement Objectives**

Suppliers shall operate a systematic process of planning, training, implementation, monitoring and evaluation for review of the impact caused on the environment. Suppliers shall endeavor to use new progressive environmental technologies that lead to measurable improvements in terms of environmental impact (e.g. climate change).

**4.Management Systems**

Suppliers shall adopt or establish a management system designed to ensure / facilitate compliance with the Code and applicable laws and regulations, identify and mitigate related operational risks, and facilitate continuous improvement. The management systems elements should include the following elements:

**a) Documentation**

Suppliers must maintain and urge their subcontractors to maintain the appropriate records necessary to demonstrate conformance and compliance with applicable laws and regulations and the principles and expectations specified in the Code.

**b) Audits**

Suppliers will use periodic self-evaluation or such other auditing procedures to ensure conformity to applicable laws and regulations and terms specified in this Code.

**c) Implementation plans and Corrective Action Process**

Suppliers shall have processes in place to make corrections or to address any deficiencies or non-compliances herein.

**5.Usage of GMR Logo and Brand**

Suppliers shall not use GMR name, logo and trademark for any which purpose without specific authorization by GMR. In case the Suppliers fail to adhere to the requirements specified in this Clause, GMR shall have the option of terminating the contracts entered into with such Suppliers and seek such relief including claim/s for compensation or damages as are available to it under applicable laws.

**6. Confidentiality**

The Suppliers shall not pass any confidential information that belongs to GMR to any third party unless otherwise authorized by GMR or is made available to the Suppliers by GMR.

**7. Reporting Concerns**

The conduct expected from the Suppliers and compliance with the same in accordance with this Code is critical to the principles GMR believes in and the way it conducts its business. If you have any complaints about compliance or ethics issues while working for or with GMR or want to report illegal or unethical activities, you may address the same to:

**Email ID: Reddy.MR@gmrgroup.in**  
**Email ID: Dora.HJ@gmrgroup.in**

DocuSigned by:

*Hemant Arora*

037F9303D63F425...

**Hemant Arora**

**Director - Finance**

**Draup Business Solutions Private Limited**

**03/10/2025**