



SRF Limited- Supplier's Code of Conduct

SRF is committed to sustainable development and mandates suppliers to implement robust ESG practices, including measurable targets for emissions, waste reduction, and ethical sourcing.

Scope: This Code applies to all suppliers, subcontractors, and third parties engaged with SRF globally.

1. **Ethical Conduct:** Suppliers shall maintain zero tolerance for fraud, corruption, and unethical practices. There should be mandatory ethics training and compliance certifications.
2. **Regulatory Compliance:** Suppliers must comply with all applicable laws, including anti-trust, trade controls, sanctions, and anti-money laundering regulations.
3. **Accounting and Reporting:** Supplier shall report all financial transactions in accordance with generally accepted accounting practices and ensure accounting records show the nature of all transactions in a true and fair manner.
4. **Money Laundering:** Supplier shall not accept, facilitate, or support money laundering or all types of bribery and corruption.
5. **Marketing and Sales:** Supplier shall not make false statements or provide misleading information regarding products or their performance, including the safety and environmental attributes of the products.
6. **Fair Competition practices:** Supplier shall do business fairly and with integrity. Suppliers shall not collude within the industry; information shared by a SRF in good faith shall not be shared with competitors by Supplier.
7. **Prohibition of Insider Trading:** Supplier shall not involve ourselves directly or indirectly in Insider Trading activity and shall comply with code of conduct for prevention of Insider Trading formulated by the Company.
8. **Confidential Information:** Supplier shall protect confidential information. Suppliers/Vendors have an obligation to ensure that all commercial and business information of SRF is secured from misuse or un-authorized access, modification or disclosure. Vendors/Suppliers have a duty to maintain the confidentiality, integrity and security of all commercial and business information. This obligation to maintain confidentiality shall extend to everything that has been entrusted or become known during



the course of contractual relationship. Suppliers shall maintain robust cybersecurity controls and notify SRF within 24 hours of any data breach affecting SRF's confidential information.

9. Intellectual Property Rights: Supplier shall protect SRF's Intellectual property. The Suppliers/Vendor shall not use intellectual property including trademarks, package designs, markings and concepts belonging to SRF (referred as "IPRs") in identical and / or deceptively similar manner for any purpose apart from the purposes of performing obligations towards SRF. Suppliers/ Vendor shall acknowledge that all IPRs are the property of SRF and that any rights accrued or which may accrue from their usage shall inure to the sole benefit of SRF.

10. Providing Safe and Healthy Environment: Supplier shall strive to provide a safe and healthy working environment to all our people, including but not limited to sanitation, fire, electrical, mechanical and structural safety. We shall have strict procedures that prevent the use of illegal drugs or intoxicants inside factory premises or while on duty.

11. Human Rights: Supplier shall uphold UN Guiding Principles on Business and Human Rights, prohibit discrimination and shall ensure the non-indulgence in human rights' abuses.

12. Anti-Bribery: Supplier shall comply with all applicable anti-bribery and anti-corruption laws, including the Prevention of Corruption Act, 1988 (India), the UK Bribery Act, and the U.S. Foreign Corrupt Practices Act. The Seller shall not, directly or indirectly, offer, promise, give, solicit, or accept any undue advantage, payment, gift, or benefit to influence any act or decision in connection with this Purchase Order.

13. Compliance: Supplier shall comply with all applicable laws, regulations, and standards, framework including but not limited to guidelines provided by BRSR framework, ESG compliance, data protection laws (such as DPDP, the EU General Data Protection Regulation GDPR), labour and employment laws, health and safety regulations, and environmental laws in all jurisdictions where goods or services are provided. Suppliers shall implement appropriate technical and organizational measures to protect personal data.

14. Sanctions Compliance: Supplier represents and warrants that it shall not, directly or indirectly, engage in any transaction, supply goods, or provide services involving: (i) any country, entity, or individual subject to trade sanctions, embargoes, or restrictions under applicable laws, including UN, US, EU, and Indian sanctions; (ii) any product or material prohibited under such sanctions.

15. Conflict Minerals: Supplier shall not source or supply any goods containing conflict minerals (including tin, tungsten, tantalum, and gold) originating from conflict-affected or high-risk areas as defined under applicable regulations (e.g., OECD Due Diligence Guidance).



The Seller shall maintain due diligence processes and provide certifications upon request. Breach of this clause shall entitle Buyer to terminate the Purchase Order and recover costs.

16. Assignment: Supplier shall neither assign, transfer, or subcontract any obligation or rights, nor delegate any duties to any third party. Supplier shall not transfer or assign any right to payment to any third party without the SRF's prior written consent. Any attempt to do so will be void.

17. No Child or Forced Labour: Suppliers shall comply with ILO conventions, maintain age verification records, training history, and permit SRF audits at the convenient time at the request of SRF. Supplier shall not permit children to work on the sites. Supplier shall not use involuntary labour of any kind, including prisoners, debt bondage or forced labour. Additional standards include the following:

14. Equal-Opportunity Employer: SRF is committed to establishing and maintaining a positive workplace that promotes equality diversity and equal growth opportunity is free from discrimination. Supplier shall not discriminate and shall promote equal opportunity.

15. Whistleblower Protection: Suppliers shall establish a mechanism for employees to report unethical conduct without fear of retaliation. Reports must be investigated promptly and corrective actions documented.

16. Environmental Sustainability: Suppliers shall implement updated version of ISO 14001 or equivalent environmental management systems, set measurable targets for emissions, water usage, and waste reduction, and report progress annually

17. Gifts and Donations: Supplier shall not, directly or indirectly, offer any gift, entertainment, trip, discount, service, or other inducement or benefit to any personnel of our customers or suppliers which may reasonably appear to be capable of influencing such person to act in a manner which is against the best interests of their employer.

18. Corporate Citizenship: Supplier shall be committed to be a good corporate citizen, not just complying with all relevant laws and regulations but also actively assisting in the improvement of the quality of life of the people in the communities in which we operate. Such social responsibility may comprise but not be limited to initiating and supporting initiatives in the field of community health and family welfare, vocational training, education and literacy, providing employment to physically challenged people, encouraging the application of modern scientific and managerial techniques and expertise, amongst others



19. Mutual Exchange of Information Regarding Violation and Corrective Action: SRF expect our partners to comply with the ideals and values stated in the Supplier Code of Conduct. If we suspect or become aware of any violations in the Code, we will provide information regarding the prospective breach to the concerned partner for their review and action.

20. Audit & Monitoring: SRF reserves the right to audit supplier facilities, processes, and records to verify compliance with this Code. Suppliers shall cooperate fully and remediate deficiencies at their cost.

21. Breach & Remedies: Breach of this Code entitles SRF to terminate agreements immediately, recover losses, and require corrective action at supplier's cost. Suppliers shall indemnify SRF for all resulting claims and damages.

We would welcome information related to our partner's concerns about any potential breach of the Code by our people, which may be sent to info@srf.com.
