



SUPPLIERS CODE OF CONDUCT

At PIX Transmissions Limited, PIX is committed to a standard of excellence in every aspect of our business, which includes conducting all of our operations with integrity, ethics, transparency, social responsibility, respecting the rights of all individuals, and environmental sustainability. In this endeavour, PIX aspires to integrate best practices into all aspects of its business.

Suppliers (as well as approved subcontractors) are an essential part of our business value chain and contribute substantially to our growth. PIX wishes to collaborate with its suppliers to nurture long-term strategic partnerships in ensuring business sustainability. In this endeavour, it is a pre-requisite for PIX and our suppliers to conduct business in a legal and ethical manner, and in compliance with all applicable laws and regulations.

In this context, this Suppliers Code of Conduct ("**Code**") has been developed based on the global standards and best practices being followed across industries. This Code shall be complied by all the suppliers in letter and spirit to ensure mutual growth and development. Suppliers shall read, understand, and affirm compliance to this Code. PIX reserves the right to modify and amend this Code, following any changes in the standards referred to, or the prevailing regulations, or in accordance with our policies. It shall be Supplier's duty to check the modified and amended version of this Code.

This Code shall be read along with any other code, policy or guidelines that PIX may have in place for the Suppliers. The most stringent of the stipulations shall apply on a combined reading of all such codes, policies or guidelines. The compliance requirements under this Code may vary depending on the jurisdictions where the Suppliers operate or carry on their business, the Suppliers thus undertakes to abide by all such regional variations and requirements under the applicable laws, and PIX takes no such responsibility to ensure compliance on behalf of the Suppliers or notify the Suppliers of such requirements under the applicable laws.

PIX strongly encourage each Suppliers to meet the standards detailed in this policy in all activities that relate directly, or indirectly, to us. PIX will evaluate Supplier's compliance with these standards in determining whether to grant or continue preferred status for such Supplier. Suppliers that do not conform to these standards may be disqualified from preferred status and/or have their business relationship with PIX terminated. In addition to any restrictions on the use of subcontractors that are otherwise agreed to between Suppliers and PIX, Suppliers will not use any subcontractor in connection with PIX unless the subcontractor has received a copy of this Code.

DEFINITIONS

"Business associates of Suppliers" shall mean and include contractors, sub-contractors, employees, agents and other entities directly providing goods and services to the Suppliers.

“PIX” shall *inter alia* mean and include all but not limited to and includes a holding company, and / or any of its existing or future affiliates, subsidiaries, associates, sister concerns, joint venture company and a subsidiary of a holding company.

“Suppliers” shall mean and include all suppliers, vendors, contractors, sub-contractors, business partners, consultants, and any other entity entrusted with providing or which has provided goods and services to us.

SCOPE OF APPLICATION

This Code shall be applicable to all of our Suppliers. Furthermore, PIX shall determine applicability of this Code to the business associates of the Suppliers at a time and in a manner deemed appropriate. Such determination by PIX relating to the applicability of this Code shall be binding on the Suppliers and its business associates, who shall then be required to abide by the stipulations made in this Code.

COMPLIANCE AND BEYOND

This Code provides the most essential principles and norms required for adherence with global standards and best industry practices. Suppliers strive to exceed these principles and norms through their exemplary actions. It is desirable that our Suppliers engage with their own Suppliers and other business associates to ensure adherence to the principles mentioned in this Code.

GENERAL

Suppliers will comply with all laws and regulations applicable to its business, as well as the standards of its industry, including those pertaining to the manufacture, pricing, sale, distribution, labelling, transport, import, and export of goods and services. Without limiting this requirement, Suppliers will not: (A) violate, misappropriate or infringe upon the intellectual property rights of any person or entity, including PIX; or (B) engage in any activities which would violate any applicable laws and regulations relating to (1) bribery, corruption or illegal payments, (2) unfair competition or unfair and deceptive trade practices, (3) the environment, (4) health and safety, (5) international trade, including exports and imports, (6) data privacy and security, (7) money laundering, (8) labour and employment, (9) contracting with governmental entities, or (10) healthcare and medical devices.

MANAGEMENT MONITORING AND EVALUATION

Supplier shall develop internal standards and information management systems for operationalizing compliance with this Code and monitoring progress. Such standards and systems shall be updated from time to time to make it consistent with global standards and prevailing regulations. It is desirable that Supplier communicates such standards to its stakeholders at the earliest. Supplier shall produce the requisite documents, reports, or any other information required to verify compliance with this Code, whenever asked for by PIX or by any other entity engaged by PIX for this purpose. Any failure to provide such documents, reports, or any other information within such

timeline as communicated shall be deemed to be a non-compliance and shall render the Suppliers, its stakeholders and business associates liable for breach of this Code.

KEY PRINCIPLES OF CODE OF CONDUCT

I. ENVIRONMENTAL, HEALTH AND SAFETY

1. **Environmental Protection:** Suppliers must seek ways to conserve natural resources and energy, reduce waste and the use of hazardous substances, and minimize adverse impacts on the environment. Suppliers shall ensure compliance with existing legislations and regulations regarding the protection of the environment and promotion of good environmental practices.
2. **Management of Hazardous Materials:** Suppliers shall ensure that chemicals and other materials posing hazards to human health and environment are identified and managed responsibly through their safe handling, movement, storage, recycling, reuse, or/and disposal.
3. **Waste and Effluent Management:** Suppliers shall ensure that the wastewater and solid waste generated from operations, industrial processes, and sanitation facilities are monitored, controlled, treated, and disposed of responsibly in accordance with the norms prescribed by the appropriate authorities or bodies.
4. **Energy Use:** Suppliers shall monitor and track energy usage and take necessary steps to improve energy efficiency. It is advised that appropriate steps be taken to diversify their energy-mix by adoption of renewable energy sources to minimize reliance on fossil fuels.
5. **Water Use:** Suppliers shall only extract water from the legally authorized sources. It is advised that Suppliers adopt and promote recycling and reuse of water and improve water efficiency. It is desirable that water conservation interventions such as rainwater harvesting be adopted wherever feasible.
6. **Responsible Production and Consumption:** Suppliers are advised to take proactive steps to promote responsible production and consumption. Phasing out of harmful materials and use of raw materials less harmful to environment shall be promoted wherever possible. It is desirable that Suppliers promote recycling and reuse of materials and products.
7. **Air Emissions:** Suppliers shall ensure consistent monitoring and tracking of Greenhouse Gases (GHGs) and other air emissions such as volatile organic compounds (VOCs), aerosols, corrosives, particulate matters, ozone depleting substances, and combustion by-products generated from their operations. Suppliers shall responsibly comply with the emission regulations and norms specified by the appropriate regulatory authorities. It is advised that Suppliers develop and adopt interventions to reduce harmful air emissions.
8. **Ecosystem:** Suppliers shall take necessary steps to minimize their impacts on ecosystem and thereby contribute towards preservation and restoration of biodiversity. It is desirable that Suppliers adopt measures to avoid deforestation and contribute to the protection and restoration of forests and natural habitats.

II. HUMAN RIGHTS

1. **Protection of Human Rights:** Suppliers shall support and respect the protection of internationally recognized human rights. Suppliers are advised to adopt/endorse Universal Declaration of Human Rights (UDHR).
2. **Fair Treatment:** Suppliers shall ensure dignified and respectful treatment of all within the workplace. Suppliers are advised to develop and adopt systems and processes to prohibit the use of threats of violence, verbal or psychological harassment or abuse, physical abuse, and/or sexual exploitation and abuse by any of their employees, contractors, parent company, and/or other business associates.

III. COMPLIANCE MANAGEMENT

1. **Statutory Compliance:** Suppliers shall comply with all applicable statutory laws, rules, and regulations including applicable export law and regulations including US Export control regulations. Suppliers shall maintain records of all licenses, permits, approvals, necessary for conduct of its business, and furnish copies of same whenever requested. Suppliers are advised to develop internal systems to track change in the regulations and respond to the same.
2. **Statutory notices:** Suppliers shall inform PIX of any notices, penalties or other sanctions issued or imposed for violation of existing laws and regulations.
3. **Tax evasion:** PIX shall not tolerate unlawful tax evasion or the facilitation of unlawful tax evasion. Suppliers must not directly or indirectly engage in, or facilitate the engagement by others in, the deliberate and fraudulent diversion of funds from a tax authority. Suppliers shall ensure the same of their agents, subcontractors, intermediaries and workers by adopting, maintaining and implementing reasonable processes that prevent such conduct.
4. **Quality Assurance:** Suppliers shall comply with our quality assurance plan and shall ensure that the quality of supplies and services provided to PIX are of a good quality as per industry standards. Suppliers shall take our prior consent before procuring supplies that are to be provided to us, unless instructed otherwise in writing. In cases where an approved list of vendors, make or sub- Suppliers is provided by us, Suppliers shall endeavor to adhere to such list with a view to maintain the quality and the specifications with respect to the products and services. Any deviation from such quality assurance plan or list provided shall be communicate to PIX at the earliest instance and our decision in this regard shall be final and binding.
5. **End user information, Sanctions and Dealings with Embargoed Entities:** Suppliers acknowledge that all business and other dealings, direct and indirect with embargoed entities are expressly prohibited. Suppliers are responsible for screening all client / end user with which the Suppliers plans to do business or other dealings against the lists of embargoed / restricted entities maintained by the U.S., E.U. and U.N. and any other applicable jurisdictions.

6. **Accounting Records:** Suppliers' accounting records must (1) be kept and presented according to the laws of each applicable jurisdiction, (2) in reasonable detail, accurately and fairly reflect transactions, assets, liabilities, revenues and expenses, and (3) not contain any false or misleading entries.

IV. BUSINESS ETHICS

1. **Corruption, Extortion or Embezzlement; Improper Advantage:** Suppliers shall ensure adherence to the highest standards of moral and ethical conduct, prevailing regulations, and generally accepted good business practices. Suppliers shall take proactive steps to eliminate all forms of corrupt practices such as bribery, fraud, cheating, or any other practice considered illegitimate. Suppliers are advised to make anti-corruption an integral part of employee learning and development system. Suppliers and the associates of Suppliers shall not indulge in any corrupt practices defined under laws of international trade government authority / organization including Indian Prevention of Corruption Act, 1998, Prevention of Money Laundering Act 2002 (PMLA), US Foreign Corrupt Practices Act, The UK Bribery Act, 2010. The Suppliers and the Business associates of Suppliers shall not directly or indirectly use the consideration paid by PIX to facilitate money laundering or terrorism funding. Similarly, Suppliers will not engage in corruption, extortion or embezzlement in any form, offer or accept bribes or employ any other means to obtain an undue or illegal advantage. Similarly, Suppliers shall not bribe or provide kickbacks or any other illegal payments to any officer, director, employee, representative or agent of PIX.
2. **Gifts and Hospitality:** Suppliers shall not offer any kind of gifts, free goods, services, or any other hospitality to any of our personnel, officials, staff, or professionals under any contract with PIX. Suppliers must disclose promptly any such requests made by any of PIX's personnel, officials, staff, or professionals under any contract with PIX.
3. **Post-employment Restrictions:** Suppliers shall not offer any kind of direct or indirect employment to any of PIX's personnel, officials, staff, or professionals under any contract with PIX who are actively engaged in procurement process with them for a period of one year following separation from PIX.
4. **Conflicts of Interest:** Supplier must immediately report to PIX any "conflict of interest" of which it becomes aware. A "conflict of interest" is any circumstance, transaction or relationship, directly or indirectly, in which PIX's personnel, officials, staff, or professionals under any contract with PIX may have an interest of any kind in the Supplier's business.
5. **Reporting Violations, Non-Retaliation:** Supplier is expected to have a policy prohibiting unlawful and inappropriate conduct that provides employees, and other representatives of Supplier, a way to raise concerns and a process for investigating and resolving incidents. Supplier must not tolerate retaliation against any employee who makes a good faith report of abuse, intimidation, discrimination, harassment or any violation of law or of this Code, or who assists in the investigation of any report.

6. **Information Security:** PIX's trade secrets and intellectual properties shall be protected by our Suppliers to avoid any harm to our competitive advantage. Suppliers shall comply with all privacy and information security laws and regulations as applicable. Suppliers are advised to adopt reliable and robust information security system to avoid any inadvertent loss of information or data, and to protect themselves and PIX against any malicious attempts to breach data security. Suppliers and the Business associates of Suppliers shall ensure that it has adequate systems in place to protect and safeguard any personal or sensitive personal information that it will be dealing with and shall at all times be compliant with the data protection regulations applicable to it in the relevant jurisdictions where it operates or conducts its business.
7. **Ethical Competition:** Suppliers shall comply with all anti-trust and competition laws as applicable and shall not indulge in any anti-competitive practices whether by itself or in combination with other entities. Suppliers are advised to participate actively in relevant forums to collaborate and cooperate for fair competition.

V. LABOUR AND EMPLOYMENT

1. **Child Labour:** Supplier shall prohibit employment of:
 - a. Children below 14 years of age or a higher age in case it is determined as the minimum age of employment or that of compulsory schooling by prevailing national regulations; or
 - b. Adolescents under the age of 18 for hazardous and/or dangerous nature of work;

Suppliers are advised to establish systems and processes to reliably verify identity and age of their employees through verification of nationally accepted documents/ reports.

2. **Discrimination:** Supplier shall eliminate all forms of discrimination at workplace on the grounds of race, colour, age, gender, sexual orientation, religion, ethnicity, political opinion, nationality, social origin, disability, family status, or any such grounds as may be recognized under the applicable national laws as discriminatory. Suppliers are advised to take proactive steps to ensure equality of treatment in respect of employment and opportunity including but not limited to recruitment, promotion, training, remuneration and benefit.
3. **Wages / Salary, Working Hours and Other Conditions of Work:** Suppliers shall ensure adherence to the prevailing regulations concerning minimum wage, working hours, overtime allowances, leaves and other entitlements of their employees. Suppliers shall ensure that their employees are paid directly in legal tender at the regular intervals (not exceeding one calendar month). Supplier is obligated to provide all legally mandated benefits to its employees. Such payments shall be fair and in compliance with the minimum wages determined by the prevailing regulations. It shall be ensured that no unauthorized deductions are effected into the wages paid. Any deduction to this regard shall be informed, in prior, to the workers in writing. The wages, hours of work and other conditions of work provided by Suppliers should be consistent with the best conditions prevailing locally. Suppliers are advised to maintain a well-managed, documented record of wages paid to its employees and retain it for a reasonable period.

4. **Forced Labour / Prison Labour:** All forms of forced or involuntary labour, including prison, bonded, or indentured labour, or forced and compulsory labour is strictly prohibited. Suppliers shall ensure that their workforce is free from victims of human trafficking and further should not be engaged in any form of human trafficking. Suppliers are advised to develop and adopt systems and practices to identify and take prompt corrective actions in any such instances.
5. **Freedom of Association and Collective Bargaining:** Supplier must recognize and respect workers' rights to associate freely and to collective bargaining as permitted by and in compliance with all applicable laws. Proactive steps shall be taken to promote fair working conditions as guided by the international conventions as applicable.
6. **Occupational Health and Safety and Industrial Hygiene:** Suppliers shall take reasonable steps to ensure that:
 - a. Suppliers' Buildings and other infrastructure are built in accordance with the prevailing norms and are free from hazards to human health;
 - b. Suppliers' manufacturing sites have appropriate preparedness and emergency response protocol to mitigate internal and external disasters including but not limited to natural calamities, industrial accidents, fire hazards, etc.;
 - c. Suppliers' workplaces, machinery, equipment, and processes under their control are safe and without risk to human health;
 - d. All chemical, physical, and biological substances and agents stored at Suppliers factory or warehouse or buildings are managed appropriately and responsibly in accordance with the prevailing regulations so as to reduce or/and eliminate risks and hazards to human health, community, and environment;
 - e. Adequate protective gears are provided to Suppliers' employees or any other person exposed to hazards arising out of operations, conducted by the Suppliers, posing risks to the health;
 - f. Monitoring and reporting of occupational injuries and any other reportable incidences are done appropriately and effectively by Suppliers. In case of such incidences, Suppliers shall take prompt and necessary corrective actions to eliminate such risks and shall report such actions if asked by PIX or any such relevant authority.
7. **Protection of Vulnerable Groups:** Suppliers shall take necessary steps to protect the interests of vulnerable people such as children, older people, persons with disabilities, migrant workers and any such people who are affected by or have the potential to affect the operations of Suppliers or/and PIX.

VI. MANAGEMENT SYSTEMS, MONITORING COMPLIANCE AND REPORTING

1. **Management System and Communication:** Supplier must establish and maintain a management system reasonably designed to ensure compliance with, mitigate the risks identified in, and facilitate continuous improvement with respect to, this Code. Supplier must ensure that this Code is appropriately communicated to all of its officers, directors, employees,

representatives, agents and subcontractors. Suppliers shall endeavor to procure such licenses, certifications and approvals from such regulatory authorities, recognized global/industrial organizations etc., to exhibit its compliance with this Code, global standards and best industry practices.

2. **Monitoring and Compliance:** Supplier must maintain all documentation necessary to demonstrate its compliance with this Code and will provide PIX access to such documentation upon the request of PIX. Supplier understands that PIX or our designated agents (including third parties) may engage in monitoring activities to assess compliance with this Code, including on-site inspection of facilities and review of books and records. Neither PIX nor authorized agents assume any duty to monitor or ensure compliance with this Code, and Supplier understands that Supplier is solely responsible for full compliance with this Code by its officers, directors, employees, representatives and agents.
3. **Reporting:** Supplier must immediately notify PIX on info@pixtrans.com or 07104-669000 Ext 9110 upon learning of any known or suspected improper behaviour by Supplier or by employees of PIX Transmissions Limited.

Suppliers by signing/accepting the term this document, declares that it complies with all the stipulations made herein and that it shall conduct its business in strict compliance with this Code, applicable laws, global standards and best industry practices. Suppliers shall be solely responsible for any non-compliance, and PIX shall to such extent have a right to be indemnified by the Suppliers, Business Associates of the Suppliers or any other stakeholder to whom such Code applies. Nothing contained in this Code shall be in prejudice to any other right or remedy.

DECLARATION

It is hereby affirmed that this Supplier Code of Code has been read and understood, and that it is agreed upon to comply unconditionally with the provisions of this Code stated hereinabove.