



**POLYCAB INDIA LTD.
SUPPLIER CODE OF CONDUCT**

SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct is applicable to all 'Suppliers'. 'Supplier' here includes Suppliers, service providers, vendors, traders, agents, consultants, contractors, dealer, distributors, business associates and joint venture partners third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kinds of goods or services to the Company or any of its subsidiaries, affiliates, divisions.

The Company is committed to comply with applicable laws, rules, and regulations. In order to ensure complete compliance, the Company encourages its Suppliers to comply with all such applicable laws, rules, and regulations.

The Company aims and continuously strives for a sustainable future. In order to meet the current and future needs of the customers, the Company takes reasonable efforts to ensure sustainability in its products, services, social responsibility, etc. in its business operations.

The Company harmonizes sustainable development in its day-to-day operations and relationships with Suppliers. The Company aims at partnering with the Suppliers to further jointly improve and develop the sustainability performance in supply chain. The Company expects the Suppliers to adhere to the standards mentioned herein and fully comply with applicable laws, rules and regulations and adhere to internationally recognized environmental, social and governance standards including the various scopes listed herein.

Human Rights Scope

Working Conditions and Well-being:

We expect our suppliers and partners to provide fair and timely compensation and ensure safe and healthy working conditions. The working hour shall correspond to the local hygiene standards. Suppliers shall ensure healthy workplace where workers and managers collaborate to continually improve the health, safety and wellbeing of all employees and by doing this, sustain the productivity of the business.

Anti-harassment and Anti-Discrimination:

The Suppliers shall demonstrate an inclusive and ethical work environment that is free of harassment and discrimination and provides equal opportunity of success and growth to all their employees. The term "harassment" includes sexual harassment and the Suppliers shall comply with *The Sexual Harassment of Women at Workplace (Prevention, Prohibition And Redressal) Act, 2013*. Actions or words that harass or intimidate others because of other protected characteristics are also strictly forbidden and will not be tolerated.

Abolition of Child Labour and Forced Labour:

As provided by the International Labour Organisation and Child Labour (Prohibition and Regulation) Act, 1986 and such other applicable laws, no child should be employed in any organization. Suppliers shall never use or tolerate the use of human trafficking, forced labor or child labour.

Environment Scope

Sustainability:

Suppliers shall strive to reduce environmental impact through efficient use of resources and environmentally friendly technologies, as well as efforts such as minimising deforestation, minimizing greenhouse gas emissions and waste, and using resources efficiently. Suppliers shall identify, assess, report, mitigate and manage the risks and impact attached to their products, including in the development, production, distribution, use and disposal phases of their products. In order to reduce risks, Suppliers shall share knowledge and expertise with its customers and inform the Company transparently and pro-actively about the environmental impact and safety aspects of their products. Suppliers shall continually evaluate and improve their products, working methods, production processes and services in view of sustainability. Suppliers shall ensure that these changes are executed in a controlled way and are acceptable to their customers and stakeholders.

Integrity Scope

Compliance of laws, rules and regulations:

The Company urges the Suppliers to comply with all national and international laws and regulations that apply to them and their business. Suppliers shall alert Polycab of any material issue with the goods and services they supply and fulfil all contractual commitments. Suppliers shall conduct their business in an ethical and fair manner and operate in full compliance with international, national and local laws and regulations that are applicable to their business operations, and obtain all the necessary permits. The Suppliers shall provide yearly compliance certificate that they are in compliance with all the applicable laws and regulations and this code.

Fair Competition:

The Company seeks to deal fairly with its customers, suppliers and competitors. The Suppliers shall promulgate free and fair competition and adhere to competition law in all areas in which they operate. The Suppliers shall avoid business practices that unlawfully restrain competition, improper exchange of information, price fixing, etc. The Company is committed to succeed through open, fair and honest competition.

Anti – Bribery Policy:

We expect our Suppliers to prohibit all types of facilitation payments, kickback, bribery, corruption, and money laundering. Suppliers shall not give gifts to private or public officials that aim at influencing business decisions for and on behalf of Companies. Suppliers shall Comply with all anticorruption laws and regulations that govern operations in the countries in which they do business. The Company expects Suppliers to comply with the Company's Anti-bribery policy.

Polycab employees may not accept gifts from any type of business partners, since it could affect their objectivity to pursue best interest of the Company. Polycab employees will never accept a bribe or kickback or engage in any illegal practice with the suppliers and partners.

Conflict of Interest:

The relationship of the Company with its Suppliers should be strictly for business and based on mutual trust. As the Company is committed to preserve the interests of people it is working with, it expects them to act only towards its own fundamental interests. Polycab employees are prohibited from having direct/indirect interests that conflict with those of Polycab or use their position with the company for any advantage or gain to themselves or their relatives and close friends. Suppliers should act with honesty and integrity, avoiding actual or apparent conflicts of interest.

a. Duty to disclose:

Every Supplier is obligated to disclose any known or potential conflicts of interest as soon as they arise. Failure to do so could result in termination of contract.

b. Investigating potential conflicts:

When a potential conflict of interest arises, the Company will collect the pertinent information and may question any concerned parties. If the Company determines that a conflict exists, steps will be taken to address to conflict. If no conflict exists, the investigation may be documented but no further action will be taken. Supplier to provide necessary information and support for carrying out investigations. However they can not seek updates or result on the matter.

Supplier Quality Management

The Company ensures that the service or material provided by the Suppliers are of the highest quality, while also conforming to pre-established requirements. Company expects Suppliers to at least meet or exceed the agreed specifications to grant committed quality to our customers. Suppliers shall promptly report to the Company in a complete, accurate and timely manner any concern about safety or quality. Supplier performance and quality management go beyond securing a low purchase price or getting the best deal on bulk materials. The Suppliers shall ensure compliance to the Company's Quality Policy.

Intellectual Property Rights

Intellectual Property Rights means rights include processes to patents, trademarks, service marks, registered designs, database rights, trade or business names, know-how, copyright (including but not limited to rights in software), design rights, domain name rights and any other intellectual property rights and rights of a similar or corresponding nature in any part of the world (in each case whether registered or not and whether capable of registration or not) possessed/used by the Company. The Supplier shall take appropriate steps to safeguard and not infringe any confidential and proprietary information/intellectual property/ technology of Polycab which come to its knowledge during the course of its business relationship/ dealings with Polycab. Any intellectual property rights developed by the Supplier using the resources of the Company shall belong to the Company.

The Company expects that the Suppliers or any of his associates to not copy or use unauthorized copies of:

- Newsletters, newspapers, books, letterhead, magazines, photos, artwork, musical works, audio, video, film, etc.;
- Computer software or databases;

- Trademarks, logos or brand names owned/not owned by the Company; or
- Other copyrighted or patented material in any manner that infringes the rights of the owner or violates copyright laws or a relevant licensing agreement.

Prohibition of Insider Trading

If the Supplier becomes aware of material, unpublished price sensitive information relating to Polycab or its business, it shall not buy or sell Polycab securities or engage in any other action to take advantage of that information, including sharing that information to others.

Confidentiality

Confidential Information includes but is not limited to information which is or fairly can be considered to be of a confidential nature, which is obtained whether (without limitation) in graphic, written, electronic or machine readable form on any media and whether or not the information is expressly stated to be confidential or marked as such, in writing (provided that the confidentiality of such information is reasonably apparent), and also includes all intellectual property.

Suppliers shall not disclose any confidential information that they obtain as a result of their business relationship with the Company to unauthorized persons or use for their own personal benefit or profit, or the benefit or profit of another. This obligation continues even after the business relationship with the Company ends. The Suppliers shall not disclose any confidential information to the media, trade associations, consultants and others collecting information for various purposes. The Suppliers shall not make public statements on behalf of the Company or provide confidential information in response to external inquiries unless authorized to do so.

Illegal Substances

Suppliers shall not possess, use, buy, sell, manufacture, distribute or be under the influence of illegal drugs while on Company property or while conducting Company business anywhere. Such behaviour is a violation of Company policy and the law. The Suppliers and their associates must be fit for duty at all times while on Company property or while conducting Company business anywhere and not pose a safety hazard to themselves or others through their use of alcohol or other legal, but impairing, substances.

Administration of the code

For the purpose of administration of the Code, the Company shall ensure that the Chairman and Managing Director / Chief Financial Officer / Compliance Officer have the final responsibility for administration and enforcement of this Code relating to Suppliers.

Polycab through its third party audit, risk assessment and due diligence will maintain appropriate compliance confirmation and controls related to its Suppliers. Suppliers must meet the requirements of Polycab to include conducting audits, due diligence as appropriate, maintaining internal controls, monitoring the activities and services of their own suppliers and business Partners. Suppliers are expected to provide access and information requested by Polycab to perform audit, due diligence, including, but not limited to, financial information, legal and regulatory information and business related information.

Every Supplier has an obligation to comply with this Code and with all such laws, rules and regulations applicable to the Company. Any violation shall result in disciplinary action including termination of the contract with the Supplier.

If the Supplier see or suspect any act or conduct that could violate this Supplier Code of Conduct, please contact the Company directly. The Suppliers may raise a concern as per the Whistle Blower Policy of the Company.

Polycab reserves the right to audit its suppliers upon provision of reasonable notice to confirm the supplier's compliance with the requirements of this Supplier Code of Conduct. Any breach of the obligations contained in this Supplier Code of Conduct will be considered a material breach of contract by the supplier. The Company may require reimbursement for any costs associated with a violation of this Supplier Code of Conduct.

The supplier shall provide a written confirmation of compliance of this code as and when required by the Company.

Amendment:

The Company reserves the right to amend this code of conduct at any time.
