

MUNJAL KIRIU INDUSTRIES PRIVATE LIMITED

SUPPLIER CODE OF CONDUCT

A. Applicability

This Supplier Code of Conduct (the "**Code**") applies to all suppliers, vendors, contractors, service providers, original equipment manufacturers, and business partners (collectively referred to as "**Supplier(s)**") that provide goods, raw materials, or services to **Munjal Kiriu Industries Private Limited ("MKIPL")**. Suppliers are expected to ensure that their employees, agents, and sub-tier suppliers also adhere to the principles set forth in this Code.

B. Implementation & Governance Guidelines

Suppliers are expected to maintain adequate governance structures to ensure ongoing adherence to this Code:

- **Communication & Cascading:** Communicate this Code to all staff and sub-tier partners involved in supplying products or services to MKIPL.
- **Grievance Redressal:** Maintain an operational-level grievance mechanism, aligned with the UN Guiding Principles on Business and Human Rights, that allows employees and external stakeholders to report concerns confidentially and without fear of retaliation, with defined timelines for acknowledgment and resolution.
- **Training:** Periodically train workforce members on safety, human rights, anti-corruption, and environmental compliance.

C. Core Principles

1. Environment & Green Procurement

- **Regulatory Compliance:** Comply with all applicable local, and national environmental laws, rules, and regulations.
- **Substances of Concern (SOC) & IMDS:** Implement strict systems for Substances of Concern management (including International Material Data System / IMDS submission where applicable) and submit annual SOC declarations to MKIPL upon request.
- **Environmental Management System:** Suppliers are encouraged to align with or obtain certification under **ISO 14001** standards.
- **Sustainability & Decarbonization:** Suppliers shall measure and report Greenhouse Gas (GHG) emissions upon MKIPL's request, and are encouraged to adopt energy efficiency measures, minimize foundry/manufacturing waste, and promote zero waste to landfill.

2. Human Rights & Working Conditions

- **Child Labour & Forced Labour:** Strictly prohibit the employment of child labour (below 14 years or the applicable statutory minimum age, whichever is higher) and the employment of adolescents (aged 14-18) in hazardous occupations or processes as

defined under applicable law. Suppliers shall also prohibit any form of forced, bonded, or involuntary labour.

- **Equal Opportunity & Non-Discrimination:** Provide equal opportunity in employment regardless of caste, creed, religion, gender, age, disability, or sexual orientation.
- **Harassment-Free Workplace:** Maintain a work environment free from physical, verbal, mental, or sexual harassment (in compliance with POSH regulations).
- **Wages & Hours:** Comply with all statutory regulations regarding statutory minimum wages, working hours, overtime compensation, and legally mandated benefits.

3. Occupational Health & Safety (OHS)

- **Safe Working Environment:** Provide a safe, healthy, and well-ventilated work environment aimed at achieving a zero-accident target. Suppliers are encouraged to adopt **ISO 45001** standards.
- **Risk & Fire Safety:** Proactively assess shop-floor, fire, and operational risks, ensuring proper safety equipment, machinery guards, and regular emergency response training.

4. Responsible Sourcing & Conflict Minerals

- **Conflict-Free Sourcing:** Avoid the use of conflict minerals (3TG: Tin, Tantalum, Tungsten, Gold) and other minerals of concern (including but not limited to Cobalt and Mica) sourced from high-risk or conflict-affected regions that contribute to human rights abuses.
- **CMRT Compliance:** Participate in survey-based reporting tools, such as the Conflict Minerals Reporting Template (CMRT), as requested by MKIPL.

5. Business Ethics & Anti-Corruption

- **Bribery & Corruption:** Zero tolerance for any form of bribery, extortion, kickbacks, or illegal facilitation payments to government officials, MKIPL personnel, or third parties.
- **Gifts & Entertainment:** Strictly adhere to business courtesy standards. Suppliers must not offer gifts, hospitality, or personal favours to MKIPL employees that could influence business decisions.
- **Conflict of Interest:** Disclose any potential or actual conflict of interest (e.g., familial or personal financial relationships between Supplier personnel and MKIPL employees) in writing prior to or during contract execution.

6. Information Security, Data Privacy & Protection of IPR

- **Intellectual Property Rights:** Respect and protect MKIPL's and its customers' proprietary information, technical drawings, castings/tooling designs, and patents. Such information must not be copied or shared without explicit authorization and must be returned or securely destroyed upon termination or expiry of the supply relationship, or upon MKIPL's written request.
- **Cyber Security:** Maintain appropriate controls aligned with recognized standards (e.g., ISO 27001) to safeguard MKIPL data against breaches or unauthorized access.

- **Data Privacy:** Protect personally identifiable information in accordance with applicable data protection legislation, including the Digital Personal Data Protection Act, 2023, and any rules or regulations thereunder, as amended from time to time.
- **Breach Notification:** Notify MKIPL within twenty-four (24) hours of becoming aware of any security breach or cyber incident affecting MKIPL's data or business continuity, and provide a detailed written report within seventy-two (72) hours thereafter.

7. Fair Competition & Business Integrity

- **Anti-Trust Compliance:** Comply with applicable competition laws; refrain from price-fixing, market allocation, bid-rigging, or anti-competitive arrangements.
- **Accurate Books & Records:** Maintain complete, honest, and auditable financial books and operational records relating to transactions with MKIPL.
- **Counterfeit Parts:** Ensure no counterfeit, unauthorized, or non-conforming parts or materials are integrated into products supplied to MKIPL. In the event any such parts or materials are discovered post-delivery, the Supplier shall immediately notify MKIPL, recall and replace all affected goods at its own cost, and cooperate fully in any investigation or remediation.

D. Reporting Mechanism

Suppliers or their personnel may report any known or suspected violations of this Code or unethical conduct by MKIPL employees/representatives to MKIPL's designated compliance channel:

- **Email:** legal@munjalkiriu.com
- **Confidentiality:** All reports will be handled with strict confidentiality and investigated objectively. Suppliers shall ensure that no retaliatory action is taken against any person who reports a concern in good faith under this Code.

E. Audit, Review & Non-Compliance

- **Audit Rights:** MKIPL or its authorized representative reserves the right to conduct periodic assessments or desktop/on-site audits of Supplier premises and relevant records to verify compliance with this Code upon reasonable prior notice; provided, however, that MKIPL may conduct unannounced audits where there is a reasonable suspicion of non-compliance, fraud, or any imminent risk to health, safety, or the environment.
- **Consequences of Non-Compliance:** Failure to comply with this Code or implement a mutually agreed Corrective Action Plan (CAP) within the stipulated timeline shall entitle MKIPL, at its sole discretion and without any liability to the Supplier, to contract suspension, disqualification from future bidding, or termination of the business relationship. In cases of material or repeated non-compliance, MKIPL may terminate the business relationship immediately without the requirement to first offer a CAP.

F. Indemnity & Recovery of Losses:

- The Supplier agrees to indemnify, defend, and hold harmless MKIPL, its directors, officers, employees, and affiliates from and against any and all claims, liabilities, losses, damages, penalties, fines, costs, and expenses (including reasonable legal fees) arising out of or resulting from any breach, deviation, or non-compliance with this Code by the Supplier, its employees, representatives, or sub-tier vendors.
- Any direct, indirect, operational, or reputational financial losses reasonably foreseeable and incurred by MKIPL due to the Supplier's violation of this Code shall be fully reimbursed by the Supplier to MKIPL.
- This obligation to reimburse and indemnify shall survive termination or expiry of the supply relationship and shall be in addition to, and without prejudice to, any other contractual remedies, claims for damages, statutory rights, or legal recourse available to MKIPL under the underlying supply agreements, purchase orders, or applicable laws.

G. COMPLIANCE DECLARATION

(To be signed and returned by the authorized representative of the Supplier)

We hereby confirm that we have read, understood, and commit to comply with the principles outlined in the **Munjal Kiri Supplier Code of Conduct**. We further commit to cascading these requirements to our sub-tier supply chain involved in serving MKIPL. We undertake to promptly notify MKIPL in writing of any material change in our operations, ownership, or circumstances that may affect our ability to comply with this Code.

Supplier Name: _____

Registered Address: _____

Authorized Signatory Name: _____

Designation: _____

Signature & Stamp: _____

Date: ____ / ____ / 20__

Place: _____