

TECHNOCON GROUP OF ENTITIES- VENDOR CODE OF CONDUCT & COMPLIANCE POLICY

Version:1.0

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Approved By: Board of Directors / Management- TECHNOCON GROUP OF ENTITIES

1. PURPOSE AND APPLICABILITY

At **Technocon Group of Entities** ("Company"), we are committed to conducting business with integrity, fairness, transparency, sustainability and full compliance with applicable laws.

The Company expects every Vendor, Supplier, Contractor, Consultant, Service Provider, Transporter, Logistics Partner, Manufacturer, Dealer, Distributor, Software Provider, Professional Advisor, Manpower Agency, Sub-contractors, Cloud Service Providers, Warehouse Operators, Repair & Maintenance Contractors, Facility Management Agencies, Security Agencies, Fabricators, any person or entity supplying goods, works or services to the Company and other Business Associate (hereinafter referred to as "Vendor") to conduct business ethically and responsibly. The Vendor shall ensure that its directors, partners, promoters, KMPs, trustees, proprietors, employees, workers, consultants, contract labour, agents, representatives, subcontractors, its holding, subsidiaries, group entities, affiliates including firms, trust etc., associates also comply with this Code.

This Vendor Code of Conduct & Compliance Policy ("Code") establishes the minimum standards expected from every Vendor engaged by the Company.

Every Vendor shall understand, comply, communicate this Code to its relevant personnel and cooperate with the Company in implementing this Code and promptly report any known or suspected violation.

Failure to comply with this Code may result in corrective action, suspension, removal from the approved vendor list, termination of business engagements, rejection of goods or services, recovery of losses in accordance with applicable law and other contractual remedies available to the Company.

The objectives of this Code are to promote ethical business conduct; ensure legal and regulatory compliance; safeguard personal data; maintain responsible labour and environmental practices; encourage transparent procurement; promote sustainable supply chains; minimise legal, operational and reputational risks etc..

This Code shall apply during vendor registration; empanelment; bidding; quotation; tender participation; issuance of Purchase Orders; execution of Work Orders; supply of goods; provision of services; execution of contracts; annual renewals; and throughout the business relationship.

Where a Purchase Order, Work Order, Service Order, Agreement, Letter of Intent, Rate Contract or any other commercial document refers to this Code, the provisions of this Code shall form an integral part thereof and shall be binding upon the Vendor. Where no separate written agreement exists, the Vendor's acceptance of the Purchase Order, Work Order, quotation, supply of goods, commencement of services, acceptance through electronic communication, or execution of the Vendor Declaration shall constitute acceptance of this Code.

2. GUIDING PRINCIPLES

The Company's procurement philosophy is based upon Integrity, Transparency, Fair Competition, Accountability, Compliance, Sustainability, Respect for Human Rights, Environmental Responsibility, Information Security, Responsible Business Conduct, Mutual Trust, Continuous Improvement. Every Vendor shall support these principles while dealing with the Company.

3. DEFINITIONS

Unless the context otherwise requires:

Company means Technocon Group of Entities including its holding, subsidiaries, group entities, affiliates including firms, trust etc., associates and authorised representatives wherever applicable including but not limited to:

1. M/s Technocon Services ("a partnership firm", registered under the Partnership Act, 1932)
 2. M/s Teknoelectrikol Managed Services Private Limited
 3. M/s Teknomoto Automart Private Limited
 4. M/s Teknowledge Analytic Services Private Limited
 5. M/s Teknometal Works Private Limited
 6. M/s Teknologikol Logistics Private Limited
 7. M/s Teknoconstant Energy Private Limited
 8. M/s Teknologikol Carriers and Haulers Private Limited
 9. M/s Teknologikol Marketing and Distribution Private Limited
 10. M/s Teknologikol Transporters Private Limited
- (All companies mentioned above are registered under "the Companies Act, 1956/2013")
11. The Technocon Group Educational Trust (Registered under Income Tax laws)

Vendor as defined in point 1- Purpose & Applicability.

Personnel means directors, partners, promoters, KMPs, trustees, proprietors, employees, workers, consultants, contract labour, agents, representatives and subcontractors of the Vendor.

Applicable Laws means all laws, rules, regulations, notifications, governmental orders and statutory requirements applicable to the Vendor or the engagement. Without limiting the generality of the foregoing, the Vendor shall comply with all applicable laws relating to corporate and commercial matters; taxation, customs and foreign trade; labour and employment; wages, social security and statutory benefits; occupational health and safety; environmental protection; anti-bribery and anti-corruption; anti-money

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laundering; competition and anti-trust; intellectual property; information technology; data protection and privacy; cybersecurity; sanctions and export control (where applicable); and all other laws applicable to the goods, services or works supplied.

Confidential Information means all commercial, financial, technical, operational, pricing, customer, employee, software, business strategy, IPRs and proprietary information belonging to the Company.

Personal Data shall have the meaning assigned under the Digital Personal Data Protection Act, 2023 however it includes personal data in non-digitized form also.

4. COMPLIANCE WITH APPLICABLE LAWS

The Vendor shall conduct its business in accordance with the highest standards of integrity and shall comply with all applicable laws, regulations, governmental orders, licences, permits and statutory requirements governing its business and its engagement with the Company.

The Vendor shall obtain and maintain all licences, registrations, approvals, permits and certifications necessary for carrying on its business and shall ensure that the same remain valid throughout the period of engagement.

5. BUSINESS ETHICS

The Vendor shall conduct all business dealings honestly, fairly and ethically. The Vendor shall not engage in any practice that may adversely affect the integrity, reputation or legitimate interests of the Company.

The Vendor shall maintain the highest standards of professional conduct in all dealings with the Company; customers; government authorities; regulatory agencies; business partners; competitors; and members of the public.

The Vendor shall conduct its operations in a transparent and responsible manner and shall avoid any activity likely to bring the Company into disrepute.

6. ANTI-BRIBERY AND ANTI-CORRUPTION

The Company adopts a zero-tolerance approach towards bribery and corruption. Accordingly, the Vendor shall neither directly nor indirectly offer; promise; authorize; solicit; request; receive; or accept any bribe, kickback, facilitation payment, unlawful commission, secret commission or any improper advantage intended to influence any business decision.

The Vendor shall not use agents, intermediaries, consultants, subcontractors or any third party to undertake any act that would be prohibited if undertaken directly by the Vendor.

The Vendor shall maintain adequate internal controls to prevent bribery and corruption and comply with all anti money laundering laws also.

7. GIFTS, HOSPITALITY AND BUSINESS COURTESIES

Business decisions shall always be based upon merit, quality, commercial competitiveness and legitimate business considerations.

The Vendor shall not offer any gift, hospitality, entertainment, travel benefit, sponsorship, donation or personal favour that may improperly influence or appear to influence any employee or representative of the Company.

Nominal business courtesies of insignificant value exchanged in the ordinary course of business may be acceptable where permitted under applicable law and the Company's internal policies. Cash gifts or cash equivalents shall never be offered or accepted.

8. CONFLICT OF INTEREST

The Vendor shall avoid any actual, potential or perceived conflict of interest. The Vendor shall promptly disclose to the Company any circumstance that may influence, or reasonably appear to influence, the Vendor's independence or objectivity.

Such conflicts may include financial interests; ownership interests; family relationships; employment relationships; directorships; agency relationships; competing business interests; engagements with Company employees; or any other circumstance capable of affecting impartial decision-making. The Vendor shall not participate in any procurement process where such conflict remains unresolved.

9. FRAUD PREVENTION

The Vendor shall not engage in any fraudulent, deceptive or dishonest practice. Without limitation, the Vendor shall not submit false quotations; create fictitious invoices; manipulate billing; inflate quantities; substitute approved materials; forge documents; falsify test reports; misrepresent certifications; conceal defects; provide counterfeit goods; manipulate quality records; alter delivery records; or intentionally provide misleading information.

The Vendor shall maintain complete and accurate books, records and supporting documentation relating to its engagement with the Company.

10. CORPORATE GOVERNANCE

The Vendor shall maintain appropriate governance systems commensurate with the nature and size of its business. The Vendor is encouraged to establish appropriate policies relating to ethics; compliance; risk management; financial controls; cybersecurity; whistleblower protection; anti-corruption; data protection; and business continuity. Where applicable, the Vendor shall designate appropriate personnel responsible for legal and compliance oversight.

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The Company encourages Vendors to continuously improve their governance, compliance, quality, sustainability, safety and operational performance.

The Vendor shall cooperate with reasonable improvement initiatives undertaken by the Company and shall implement appropriate corrective actions where opportunities for improvement are identified.

11. RECORD KEEPING AND TRANSPARENCY

The Vendor shall maintain accurate, complete and verifiable business records relating to its engagement with the Company. Records shall be prepared honestly and shall not contain any false, misleading or manipulated information. The Vendor shall retain records for the period prescribed under applicable law or for such longer period as may be required under the applicable Purchase Order or contractual arrangement.

Upon expiry of the applicable retention period or upon lawful instructions from the Company, the Vendor shall securely destroy or permanently delete Company Confidential Information and Personal Data, unless retention is required by law. The Vendor shall ensure that disposal of physical and electronic records is carried out in a manner that prevents unauthorised recovery or disclosure.

12. REPORTING OF MATERIAL EVENTS

The Vendor shall promptly notify the Company upon becoming aware of any material event that may adversely affect the Vendor's ability to perform its obligations or may expose the Company to legal, financial, operational or reputational risk.

Such events may include material regulatory action; fraud; bribery; insolvency proceedings; significant litigation; suspension or cancellation of statutory licences; cybersecurity incidents affecting Company information; major labour unrest; environmental incidents; material change in ownership or management; or any other event having a material impact on the Vendor's business relationship with the Company.

13. RESPONSIBILITY FOR PERSONNEL

The Vendor shall ensure that all personnel engaged in connection with the Company's work comply with this Code. The Vendor shall remain responsible for their acts and omissions in connection with the performance of the engagement.

14. HUMAN RIGHTS

The Company is committed to conducting business in a manner that respects internationally recognised human rights and expects the same commitment from its Vendors.

The Vendor shall conduct its business with dignity, fairness and respect for all individuals and shall ensure that its operations do not contribute to or support any violation of human rights.

The Vendor shall treat all employees, workers, contract labour, trainees, apprentices and other personnel with respect and without discrimination, harassment, intimidation or abuse.

The Vendor shall provide a workplace free from sexual harassment; physical abuse; verbal abuse; mental harassment; bullying; intimidation; retaliation; threats; humiliation; and any form of workplace violence.

The Vendor shall establish and maintain appropriate policies and practices to safeguard the rights, dignity, safety and well-being of its workforce. The Vendor shall maintain appropriate grievance redressal mechanisms and investigate complaints fairly and promptly.

15. CHILD LABOUR, FORCED LABOUR & HUMAN TRAFFICKING

The Vendor shall strictly prohibit Child Labour; Forced Labour; Bonded Labour; Prison Labour (except where legally permitted); Debt Bondage; Human Trafficking; Modern Slavery; Involuntary Labour; and Any other form of exploitation prohibited under applicable law. Employment shall always be voluntary. Employees shall not be required to deposit security deposits or any personal belongings as a condition of employment.

Workers shall be free to resign from employment upon reasonable notice in accordance with applicable law.

The Vendor shall maintain adequate age verification procedures for all employees.

16. FAIR EMPLOYMENT PRACTICES

The Vendor shall comply with all applicable labour and employment laws. Without limitation, the Vendor shall pay wages on time; provide statutory benefits; comply with minimum wage requirements; comply with working hour regulations; provide statutory leave; maintain statutory registers and records; deposit statutory contributions within prescribed timelines; comply with social security laws; and maintain legally compliant employment documentation.

The Vendor shall promote an inclusive workplace based on fairness, dignity and equal opportunity. The Vendor shall not discriminate on the basis of gender; age; disability; religion; caste; race; colour; marital status; nationality; ethnicity; or any other protected characteristic recognised under applicable law.

The Vendor shall ensure that employment decisions are based upon merit, competence, qualifications and legitimate business requirements.

17. HEALTH, SAFETY & OCCUPATIONAL WELL-BEING

The safety of personnel is a fundamental business responsibility. The Vendor shall provide and maintain a safe and healthy working environment consistent with applicable legal requirements and recognised industry practices.

The Vendor shall identify workplace hazards; assess operational risks; implement preventive controls; provide appropriate Personal Protective Equipment (PPE); conduct periodic safety training; investigate accidents; implement corrective actions; maintain emergency response procedures; provide first-aid facilities; comply with fire safety requirements; and promote a culture of safety awareness.

Where Vendor personnel perform work at Company premises, they shall comply with all Company safety policies, site rules, access control procedures and emergency protocols.

18. ESG RESPONSIBILITY

The Company encourages environmentally responsible business practices. The Vendor shall comply with all applicable environmental laws and shall strive to minimise the environmental impact of its operations. The Company encourages Vendors to integrate Environmental, Social and Governance (ESG) principles into their business operations. The Vendor is encouraged to reduce waste generation; optimise energy consumption; reduce greenhouse gas emissions; minimise pollution; prevent environmental contamination; recycle materials wherever practicable; promote sustainable operational practices; adopt ethical governance practices; maintain responsible labour standards; support community welfare; strengthen corporate governance; improve resource efficiency.

Hazardous materials shall be stored, transported, handled and disposed of in accordance with applicable law and shall comply with all applicable environmental and sustainability laws. Where reasonably requested, the Vendor may provide information regarding its ESG initiatives, certifications or sustainability practices.

19. SUPPLY CHAIN RESPONSIBILITY

The Vendor shall maintain reasonable oversight over its suppliers, subcontractors and other material supply chain participants engaged in connection with the Company's business.

The Vendor shall endeavour to procure raw materials, products and services from lawful, responsible and ethical sources. The Vendor shall exercise reasonable diligence to ensure that its supply chain does not knowingly involve in prohibited activities as mentioned in other clauses of the said CoC.

The Vendor shall ensure that such parties comply with applicable laws and maintain standards substantially consistent with the principles contained in this Code.

The Vendor shall remain responsible for the quality, legality and integrity of goods and services supplied through its approved subcontractors and suppliers.

20. QUALITY, PERFORMANCE AND CONTINUOUS IMPROVEMENT

The Vendor shall ensure that all goods, materials, equipment and services supplied to the Company conform to agreed specifications; comply with applicable standards; are free from known defects; are safe for their intended use; are genuine and lawfully sourced; satisfy applicable quality requirements; meet agreed specifications and quality standards; maintain appropriate quality assurance systems; promptly rectify deficiencies; implement corrective and preventive actions; cooperate during quality reviews; and proactively identify opportunities for operational improvement.

The Vendor shall establish appropriate quality assurance and quality control processes to ensure consistent delivery of conforming goods and services. Any material defect affecting safety, quality or regulatory compliance shall be promptly communicated to the Company.

The Vendor shall continuously strive to improve the quality, safety, reliability and efficiency of its goods, works and services. The Company encourages Vendors to adopt recognised quality management systems and best industry practices.

21. BUSINESS CONTINUITY & OPERATIONAL RESILIENCE

The Vendor shall take reasonable measures to maintain continuity of operations and minimise disruptions affecting the Company's business. Where appropriate, the Vendor is encouraged to maintain business continuity plans; disaster recovery arrangements; backup of critical information; alternate sourcing arrangements; emergency communication mechanisms; and contingency procedures for essential operations.

The Vendor shall promptly notify the Company of any significant event that may materially affect its ability to perform its obligations.

22. PROTECTION OF COMPANY INFORMATION

The Vendor shall ensure that all Company information, documents, drawings, specifications, quotations, technical data, pricing information, customer details, business strategies, software, reports, correspondence and other proprietary information are protected from unauthorised access, disclosure or misuse.

The Vendor shall adopt the principle of "**need-to-know access**", ensuring that Company information is accessed only by authorised personnel who require such information for legitimate business purposes.

23. DIGITAL PERSONAL DATA PROTECTION

Where the Vendor processes, accesses, stores, collects, transfers or otherwise handles Personal Data on behalf of or in connection with the Company, the Vendor shall comply with all applicable data protection and privacy laws, including the **Digital Personal**

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Data Protection Act, 2023, and any other applicable statutory requirements. The Vendor shall process Personal Data only for authorised business purposes; implement appropriate technical and organisational safeguards; prevent unauthorised disclosure or misuse of Personal Data; maintain confidentiality of Personal Data; promptly notify the Company of any actual or suspected Personal Data Breach affecting Company information; and cooperate with the Company in responding to regulatory requirements or data subject requests, where applicable.

The Vendor shall not retain Personal Data for longer than reasonably necessary for the authorised purpose or as required by applicable law.

24. INFORMATION AND CYBER SECURITY

The Vendor shall establish and maintain appropriate information security controls proportionate to the nature of the goods, services or works being provided. Such controls should include, where appropriate user access management; password protection; secure authentication mechanisms; endpoint protection; anti-malware measures; secure storage of information; data backup procedures; encryption of sensitive information, where appropriate; network security controls; periodic security updates; and secure disposal of electronic and physical records. The Vendor shall regularly review the effectiveness of its information security practices and take reasonable corrective measures to address identified vulnerabilities.

The Vendor shall take reasonable steps to protect the Company's digital environment against cyber threats. The Vendor shall promptly notify the Company upon becoming aware of any cybersecurity incident that may compromise Company systems, operations, data and networks etc. The Vendor shall cooperate with the Company during any cybersecurity investigation and shall implement reasonable corrective and preventive actions to mitigate future risks.

Upon completion or termination of the engagement, the Vendor shall promptly discontinue use of all Company systems and return or destroy all access credentials and Company information, as directed by the Company.

Where the Vendor uses Artificial Intelligence (AI), machine learning or automated decision-making systems in connection with services provided to the Company, the Vendor shall ensure that such technologies are used responsibly, ethically and in compliance with applicable laws.

The Vendor shall not input the Company's Confidential Information, Personal Data or proprietary information into publicly accessible AI platforms without the Company's prior written approval. The Vendor shall implement reasonable safeguards to minimise risks relating to data privacy, bias, security and unauthorised disclosure arising from the use of AI systems.

25. COMPANY PROPERTY AND ASSETS

The Vendor shall exercise reasonable care while using or accessing any Company property, assets, equipment, tools, machinery, vehicles, facilities, documents, identification cards, software, communication devices or other resources. Such assets shall be used only for authorised business purposes and shall not be misused, removed, damaged or used for personal gain.

Any loss, damage, theft or unauthorised use of Company property shall be promptly reported to the Company. Upon completion or termination of the engagement, the Vendor shall promptly return all Company property in its possession, custody or control.

26. RESPONSIBLE PROCUREMENT

The Company is committed to a transparent, fair and merit-based procurement process. The Vendor shall participate in procurement activities honestly and shall not attempt to obtain any unfair commercial advantage through unethical, unlawful or improper means. The Vendor shall provide complete and accurate information; submit genuine quotations and proposals; avoid collusive bidding or anti-competitive practices; disclose any actual or potential conflict of interest; honour contractual commitments; and cooperate with the Company's procurement and compliance processes.

27. AUDIT, INSPECTION AND COMPLIANCE VERIFICATION

To verify compliance with this Code and applicable contractual requirements, the Company may, upon reasonable prior notice and during normal business hours, conduct or arrange compliance reviews, audits or inspections relating to the Vendor's performance under the engagement. The Vendor shall cooperate in good faith; provide reasonable access to relevant records, documents and personnel relating to the engagement; facilitate verification of statutory and regulatory compliance; promptly address observations raised during audits; and implement mutually agreed corrective actions within the prescribed timeline.

The Company shall exercise such rights reasonably and in a manner that minimises unnecessary disruption to the Vendor's business operations. Where applicable to the nature of the Goods, Services or Works, the Vendor shall comply with all relevant ISO standards and maintain valid certifications, licences and management systems as may be required by applicable law, contractual requirements or industry standards.

28. COMPLIANCE DECLARATIONS

The Company may require the Vendor to periodically confirm its continued compliance with this code. The Vendor shall promptly notify the Company of any material change affecting such declarations. The Vendor shall promptly report any known or suspected violation of this Code, applicable laws or ethical standards that may affect the Company or its business. Reports may be made through the communication channels notified by the Company from time to time.

29. WHISTLEBLOWER PROTECTION

The Company encourages Vendors to report genuine concerns in good faith without fear of retaliation. No Vendor or its personnel shall suffer discrimination, intimidation or adverse treatment solely for reporting a genuine concern honestly and in good faith. Knowingly false, malicious or misleading complaints, however, may result in appropriate action.

30. INVESTIGATION AND COOPERATION

Where a reported concern or suspected non-compliance requires investigation, the Vendor shall fully cooperate with the Company and any authorised investigators. The Vendor shall provide relevant information and reasonable assistance necessary for a fair and timely review. The Company shall endeavour to maintain appropriate confidentiality during the investigation process, subject to applicable legal requirements.

Where non-compliance with this Code is identified, the Company may require the Vendor to prepare and implement a Corrective Action Plan (CAP) within a reasonable period specified by the Company. The Corrective Action Plan may include corrective measures; preventive measures; additional training; process improvements; enhanced internal controls; and periodic progress reporting.

Failure to implement an agreed Corrective Action Plan without reasonable justification may be considered while evaluating the Vendor's future business engagements.

31. VIOLATION OF THE CODE

Where the Company reasonably believes that a material violation of this Code has occurred or that continued engagement may expose the Company to legal, regulatory, operational or reputational risk, the Company may temporarily suspend further procurement activities, deliveries, services or new work assignments pending review. Such suspension shall not prevent the Vendor from providing its explanation or supporting information.

Material or repeated non-compliance with this Code may result in removal from the Company's approved vendor database; suspension from future procurement opportunities; discontinuation of business engagements; non-renewal of empanelment; or other contractual actions available under the applicable Purchase Order or agreement.

The Company shall endeavour to take such decisions objectively, proportionately and having regard to the nature and seriousness of the non-compliance.

32. ENTIRE CODE

The Company may revise or update this Code from time to time to reflect changes in law, business requirements or recognised industry practices. The latest version of this Code shall apply prospectively to future engagements and, where incorporated into existing contractual arrangements, in accordance with the applicable contractual provisions.

Any questions regarding this Code, requests for clarification or reports of suspected non-compliance may be addressed to the vendor support mechanisms through the communication details notified by the Company from time to time.