



Mahindra
LOGISTICS

**Vendor
Code of Conduct**

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VENDOR CODE OF CONDUCT

Mahindra Logistics Limited ('MLL') is committed to conduct its business in an ethical, legal, and socially responsible manner with core values of honesty and integrity, commitment, respect and concern for the Environment and Community. This Vendor Code of Conduct (the "Code") defines the minimum and basic requirements placed on for MLL's Vendors. For the purposes of this Code, 'Vendor' means any company, corporation, partnership firm, HUF or individual that sells, or seeks to sell goods or services, to MLL, including the Vendor's employees, affiliates, agents, and its representatives.

This Code requires MLL's Vendor to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility. The acceptance of this Code is mandatory for all Vendors of MLL and the Vendor declare herewith to the following:



I. Labour and Human Rights

Vendor must uphold the human rights of workers and treat them with dignity and respect as understood by the international community including:

a. Fair Treatment: Vendor shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse, or unreasonable restrictions on entering or exiting company provided facilities.

b. Freely Chosen Employment: Forced, bonded, or indentured labour or involuntary prison labour shall not to be employed. All work will be voluntary, and workers should be free to leave upon reasonable notice.

c. Prevention of Child Labour: Child labour is strictly prohibited. No workers can be employed under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14. Employ no workers under the age of 18 for hazardous work according to ILO Convention 182.

d. Non-discrimination: Vendor shall not discriminate against any worker based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, or marital status in hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, and termination.

Vendor shall not require workers or potential workers to undergo medical tests that could be used in a discriminatory way except where required by applicable law or regulation or prudent for workplace safety.

e. Minimum Wages: Compensation paid to workers shall comply with all applicable wage laws, overtime hours and legally mandated benefits.

f. Working Hours: Work weeks and hours are not to exceed the maximum set by local laws, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.

g. Freedom of Association: Vendor shall respect the rights of workers to associate freely and to communicate openly with management regarding working conditions without fear of reprisal, intimidation, or harassment. Workers' rights to join labour unions, seek representation and or join worker's councils in accordance with local laws should be acknowledged.



II. Health and Safety

Vendor must recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Vendor must also recognize that ongoing worker input and education is essential in identifying and solving health and safety issues in the workplace. The Vendor shall ensure that its employees have a safe and healthy working environment in compliance with all applicable laws and regulations, including meeting or exceeding the following standards:

a. Occupational Injury and Illness: Vendor must set up systems and procedures to prevent, manage, track and report occupational injury and illness, including provisions to: a) classify and record injury and illness cases; b) provide necessary medical treatment; c) investigate cases and implement corrective actions to eliminate their causes; and d) facilitate return of workers to work. Vendor will comply with all applicable laws relating to working conditions, including worker health and safety, sanitation, fire safety, risk protection and electrical, mechanical and machine safety.

b. Emergency Preparedness and Response: Emergency situations and events are to be identified and assessed by Vendor, and their impact minimized by implementing emergency plans and response procedures to ensure their employees' health and safety. Vendor will maintain and provide an accurate copy of its disaster recovery plan and business continuity plan in connection that is in accordance with industry-standards.

c. Occupational Safety: Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures and ongoing safety training.

d. Sanitation, Food, and Housing: Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities.

e. Physically Demanding Work: Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated, and controlled.

f. Grievance Mechanism: Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code.



III. Environmental & Social Considerations

Vendor should recognize that environmental responsibility is integral to producing world class products and/or services. The environmental standards are:

a. Product Content Restrictions: Vendor shall adhere to applicable laws and regulations regarding prohibition or restriction of specific substances including labelling laws and regulations for recycling and disposal. In addition, Vendor are to adhere to all environmental requirements specified by MLL.

b. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal. Materials used should help in reducing carbon emission thereby sustaining environment.

c. Pollution Prevention and Resource Reduction: Waste of all types, including air, water, and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

d. Environmental Permits and Reporting: All required environmental permits and registrations are to be obtained, maintained, and kept current and their operational and reporting requirements are to be followed.



IV. Ethics

Vendor must be committed to the highest standards of ethical conduct when dealing with workers, sub-vendors, and customers such as:

- **Business Integrity:** The highest standards of integrity are expected in all business interactions. Vendor shall not engage in corruption, extortion or embezzlement in any form and violations of this prohibition may result in immediate termination as a Vendor and in legal action.
- **Anti - bribery:** Tolerate no form of and do not engage directly or indirectly in any form of corruption or bribery and do not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. This includes to renounce from giving or accepting improper facilitation payments.
- **Gifts, Donations and Entertainment:** Vendor shall not give or receive, offer or promise to offer in any commercial dealings, directly or indirectly, any gifts, donations, favours, trip discount, money, unlawful incentives, or other improper advantage of a type or amount which may influence or has potential to influence a person's business decision. Giving cash or cash equivalents, such as vouchers or discounts, including that for entertainment purpose, is also prohibited.
- **Export Control and Customs:** Vendor must comply with the applicable export control and customs regulations.
- **Disclosure of Information:** Vendor must disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.
- **Conflict of Interest:** Vendor shall avoid and/or disclose internally and to MLL all conflicts of interest that may influence business relationships, and to avoid already the appearance thereof.
- **Fair Business, Advertising, and Competition:** Vendor must uphold fair business standards in advertising, sales, and competition.
- **Protection of Intellectual Property:** Vendor must respect intellectual property rights; safeguard MLL information; and transfer of technology and know-how must be done in a manner that protects intellectual property rights of MLL.



V. Management System

Vendor shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to the Vendors' operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.



VI. Protecting MLL's Assets and Machinery

Vendor shall not misuse any assets of MLL including machinery, systems, facilities, materials, resources, processes, Intellectual Property Rights, Processes, Know-how and technology, but shall employ them only for the purpose of conducting the business for which they are duly authorized by MLL. Vendor is responsible for safeguarding, securing, and protecting MLL's assets and information technology from theft, destruction, misappropriation, wastage and abuse.



VII. Corporate Citizenship

The Vendor's senior management personnel shall be committed to be a good corporate citizen, not only in compliance with all relevant laws and regulations, but also by actively assisting in the improvement of the quality of life of the people in the communities in which it operates, with the objective of making them self-reliant. Such social responsibility would comprise initiating and supporting initiatives in the field of community health and family welfare, vocational training, education and literacy, providing employment to physically challenged people and encouraging the application of modern scientific and managerial techniques and expertise.



VIII. Third Party Representation

Vendor and their group companies including their third parties shall not be authorized to represent MLL or to use MLL's logos, products, processes, designs, inventions, patents, copyrights, trademarks, symbols or any other intellectual properties now or hereafter owned or controlled by MLL without the express written consent of MLL.



IX. Data Security and Confidentiality

Vendor shall handle and process data only for the purposes for which it was collected or otherwise made available. Vendor shall demonstrate appropriate industry standard and best practices data security controls to ensure that all information is protected and secure from damage and unauthorized use. In addition to the above minimum requirements, vendors shall follow any data security requirements specified in contractual agreements with MLL. Vendor must respect and maintain the confidentiality of all non-public information about MLL or its activities and all non-public information obtained in the performance of the employee's duties about MLL's customers, clients or applicable third parties.

Vendor will immediately notify MLL of any known or suspected data security breaches and will work with MLL and, if applicable, law enforcement to contain the breach and determine the root cause.



X. Compliance with Code

It is mandatory for every Vendor who is dealing with MLL to adhere to and sign its acceptance of this Code. Vendor shall not continue its business with MLL, without accepting this Code. Failure to comply with this Code or any applicable law/regulation by Vendor, amongst other consequence(s), shall result in termination of business relationship/association of MLL with Vendor. Vendor shall promptly inform MLL when any situation develops that causes them to operate in violation of this Code. While Vendors are expected to self-monitor and demonstrate their compliance with this Code, Vendor shall allow MLL to audit or inspect Vendor's facilities to confirm their compliance when requested by MLL with reasonable notice.



XI. Reporting Violations

Vendor is responsible for reporting to MLL any violation of this Code. Among other means, Vendor shall report the incident at <https://ethics.mahindra.com> or call to report at the toll free number - 000 800 1004175. The complaint will be investigated, and appropriate action will be taken by MLL on merit.

Declaration of Compliance

Vendor declares that they have read and understood this Code, they have not done anything during the year which would amount to a violation of this Code and they agree to strictly abide by this Code during the tenure of their engagement with MLL.

MLL reserves the right to change/amend this Code in line with any changes to its compliance program or applicable law and in such event, the Vendor shall be bound with such Code as amended from time to time.

I/we fully understand the foregoing Code and hereby commit to abide by the same. By signing this document, I/we undertake to acknowledge and comply with all provisions and principles laid out in this Code of conduct, above and beyond any other contractual obligations that we might have entered into with MLL.

For

[Vendor Name]

Authorised Signatory and Seal



ACCELERATING
COMMERCE
EMPOWERING
COMMUNITIES TO
RISE



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