



CODE OF CONDUCT FOR SUPPLIERS, SERVICE PROVIDERS AND CONTRACTORS

Endurance Technologies Limited (“Endurance”/ “the Company”) is committed to conduct its business with high moral and ethical business practices. Endurance constantly promotes adherence to its values i.e. *CITTI (C - Customer Centricity, I – Integrity, T – Transparency, T – Team Work and I – Innovation)* in all business dealings with its customers, suppliers, service providers and contractors.

Suppliers, Service Providers and Contractors (“Vendor”) of Endurance have an important role to play in the business dealings with Endurance and discharging their responsibilities towards their stakeholders and the environment. Endurance expects its Vendor to demonstrate high standards and ethics in its business dealings.

Endurance has a zero tolerance towards corrupt and unethical practices. Any party or person involved in such practices shall be dealt with seriously including severance of relationship with Vendor.

This Code of Conduct sets out the basic requirements that Endurance seeks from its Vendor on various aspects which are of utmost importance which the Vendor is required to comply with.

A. WORKFORCE

1. Vendor of Endurance shall be committed to respect the rights of labour/ workers/ employees (“Workforce”).
2. Vendor shall:
 - treat its Workforce equally, fairly and with respect,
 - offer safe, secure, healthy and conducive working environment to its Workforce,
 - not discriminate in recruitment, salary/ wages or otherwise of Workforce based on gender, color, religion, cast or otherwise.
 - continuously develop the skills and competencies of its Workforce,
 - follow practices for layoff and working hours for Workforce as per applicable laws and regulations.
3. Vendor shall not employ child labour or forced labour and ensure that all Workforce shall be paid minimum wages and respect their right to freedom of association and collective bargaining as per applicable laws and regulations.
4. Vendor shall at all times comply with all applicable laws, rules, regulations, orders, permissions and notifications of the local, state and central government.



B. ENVIRONMENT, HEALTH AND SAFETY

1. Vendor is expected to contribute to an ecologically sustainable development to reduce the impact of its business operations on the environment.
2. Vendor shall supply products/provide services to Endurance which comply with the applicable rules and regulations for protection of the environment, including, but not limited to Environment (Protection) Act, 1986, Air (Prevention and Control of Pollution) Act, 1981, Water (Prevention and Control of Pollution) Act, 1974, Hazardous Waste (Management, Handling and Trans boundary Movement) Rules, 2008, Plastic Waste Management Rules, 2016, as amended from time to time and rules and regulations of the Central and the State Pollution Control Boards.
3. Vendor shall develop, implement, and maintain such processes, policies and business practices to eliminate or minimize environmental impact.
4. Vendor shall use natural resources in a diligent manner by implementing processes and policies to conserve, reduce, recycle and reuse the same.
5. Vendor shall follow all Environmental, Health and Safety and other policies of Endurance while executing any work or contract or providing services at Endurance offices and/or at its manufacturing plants.
6. Vendor shall follow all laws of the land including laws on environment sustainability and protection while executing any work for or providing services to Endurance.

C. CONDUCT IN BUSINESS TRANSACTIONS

1. Business Ethics

Vendor shall conduct its business operations with transparency and openness provided that business secrets and confidential information of Endurance are not divulged, resulting in any adverse impact on business of either Party.

Vendor should not give any kind of gifts, articles or favors to Endurance employees. Vendor shall also adopt zero-tolerance policy for practices like corruption, extortion, embezzlement, or bribery, to obtain an unfair or improper advantage for business with Endurance and shall have adequate monitoring procedures to ensure compliance of this condition.

2. Preventing conflicts of interest

Factors that might influence Vendor's decisions due to private, business or other conflicts of interest must be prevented at the outset. The Vendor shall disclose to the Company, if any of his relatives, associates are connected with the Company, directly or indirectly, in any capacity which would influence its relationship or any financial transactions with the Company. Vendor should not develop & supply or provide same or similar product/s or service/s to competitors of the Company using Company's Confidential Information,



Intellectual Property or any tools, dies, mold(s), jigs and any other material provided by the Company. Vendor shall not be involved in and shall desist from any unfair or anti-competitive trade practices.

3. Protection of Confidential Information and Intellectual Property

Vendor shall respect the confidential information and the intellectual property rights of the Company and shall take appropriate steps to safeguard the same and not divulge/disclose any confidential information and/or infringe intellectual property rights and misuse technology of the Company, which comes to its knowledge during the course of its business relationship/ dealings with the Company. In the event of Vendor visiting any of the offices or manufacturing plants of Endurance, Vendor undertakes that any confidential information including not limited to material(s), designs, processes, procedures, which may come to its knowledge as a result of such visit, shall be kept strictly confidential and shall not be divulged to or made available to any third party. In case of sub-contracting, sharing of confidential information and intellectual property of the Company should be made with the prior written consent of the Company, wherein the Vendor shall be responsible and liable for any breach by such sub-contractor.

4. Third Party Representation

Vendor is not authorized to represent the Company or enter into any business transactions, on behalf of the Company, without the prior written permission of the Company. Vendor is prohibited from use of the Company's logo, trademark or brand name in any communication or marketing material, without the prior written consent of the Company.

5. Prohibition of Insider Trading

Vendor is aware, and shall advise its respective employees, officers, contractors and agents, of the restrictions imposed by the securities laws of India, on the purchase or sale or trade in securities by any person that has received material, non-public information of Endurance or its business or engage in any other action to take advantage of that information, including passing that information on to others.

In addition, if the Vendor becomes aware of material, non-public information about any other company, including customers, suppliers, vendors or other business partners of Endurance, which is obtained by virtue of Vendor's interaction with Endurance, then the Vendor shall not buy / sell / trade and ensure that it has a mechanism that prohibits its employees, agents, consultants or contractors from dealing in that company's securities in any manner or engage in any other action to take advantage of that information, including passing that information on to others.

D. COMPLIANCE COMMITMENT

1. Vendor is expected to go through, read and abide by the conditions of this Code of Conduct and sign the same as token of acceptance.



2. Vendor is required to go through and abide by the terms and conditions specified in Purchase Agreement, Non-Disclosure Agreement, terms and conditions of Purchase Order(s), Supplier Quality Manual or any other document(s) related to business transactions between Endurance and the Vendor, executed by it and released to it by Endurance from time to time.
3. Vendor's compliance with the principles and requirements laid down in this Code of Conduct shall be reviewed periodically by the Company. Further, the Company reserves the right to conduct inspection or appoint a qualified third party to verify compliance with this Code of Conduct, by the Vendor.
4. Any violation of the principles and requirements set out in this Code of Conduct by the Vendor, shall be regarded as a serious violation. In any event of suspected violation of any principles, as per the Code of Conduct, by the Vendor, the Company reserves the right to stop any business with such Vendor and shall not be liable to the Vendor for any damages or losses as a consequence thereof.
5. Vendor shall implement and maintain appropriate internal procedures and controls to facilitate and improve compliance with this Code of Conduct.

Endurance reserves the right to change/amend/alter this Code of Conduct in line with any changes to its compliance program. In such an event, Endurance shall consider any revised version of the Code of Conduct, as accepted by the Vendor without requiring new signatures from the Vendor.

DECLARATION

I/We, _____ through its authorized signatory Mr./Ms. _____, having Vendor Code _____, hereby confirm that:

1. I/We have received and read the Endurance Code of Conduct for Vendor;
2. By signing this Code of Conduct, I/we undertake to comply with all the provisions and principles laid out herein.

For _____
Signature : _____
Name : _____
Designation : _____
Date : _____
Place : _____