

Undertaking by supplier / vendor regarding Code of Business conduct (COBC)

The suppliers / vendors / partners of Parekhplast India Limited are expected to respect, and to make sure that they as well as their own suppliers and sub-contractors respect: the applicable laws and the enclosed business principles of Code of Business Conduct or equivalent business principles and the following Core Business Principles:

1. Prevention of corruption and conflict of interest and anti-fraud:

- To fight fraud
- To prevent and to ban any form of corruption, whether active or passive, private or public, direct or indirect
- To avoid conflicts of interest, in particular when personal interest are closely related to professional interests
- Do not encourage or bribe or influence any employee (direct or contract) or any other vendor of Parekhplast

2. Adherence to law and compliance thereof, including Competition law:

- To adhere to all laws of the land and comply thereof.
- To comply with the applicable competition law rules, not to indulge in any cartel, or any other price fixing behaviour

3. Fundamental rights at work:

- To ensure that working conditions do not infringe with human dignity principle or any other fundamental individual rights, as defined and protected by the United Nations Universal Declaration on Human Rights (UDHR) and the International Labor Organization (ILO) core principles¹

4. Protection of Health, Safety and Security:

- To perform, on an ongoing basis, risk analysis and assessments in these domains, and to make sure that all the appropriate means are in place to prevent these risks
- To implement appropriate systems to follow up and to report any kind of incident related to these domains

5. Preservation of the Environment:

- To implement an appropriate environment risk management system to prevent environmental damages
- To mitigate, on an ongoing basis, the impact of economic activities on the environment

6. Protection of Data and information security:

- To take steps to ensure all data and information shared is secured
- To ensure adequate steps to ensure data protection and information security and privacy

The respect of these laws and principles can be audited.

¹ In particular to comply with applicable rules related to the : Prohibition of Forced labor and Child labor, Safety at work site, General terms of contract and remuneration, time, maternity leave, discrimination and harassment at work, freedom of expression, freedom of thought, conscience and religion.

Anti-Corruption Undertaking

PREVENTION OF CORRUPTION

In recognition of the principles enshrined in applicable international and regional conventions on combating corruption and to ensure compliance with the anti-corruption laws applicable to the purchase order / purchase Agreement (PO / PA) and any other anti-corruption laws otherwise applicable to the Parties or their ultimate parent company,

- 1 In respect of the PO/PA and the matters that are the subject of the PO /PA, the Agency / Vendor / Service Provider warrants that neither it, nor to its knowledge anyone on its behalf, has made or offered (nor will make or offer) any payment, gift, promise or advantage (whether directly or through an intermediary) to or for the use of any Company Official, where such payment, gift, promise or advantage would be for purposes of:
 - (a) influencing any act or decision of the Official;
 - (b) inducing the Official to do or omit to do any act in violation of his or her lawful duties;
 - (c) securing any improper advantage; or
 - (d) inducing the Official to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.
- 2 The Agency / Supplier / Service Provider, in respect of the PO/PA and the matters that are the subject of the PO/PA, warrants that it has not made or offered, and will not make or offer, any payment, gift, or promise or give any advantage, whether directly or through intermediaries, to or for the use of any person (other than a Company Official) insofar as such payment, gift, promise or advantage would be for purposes of inducing that person to do or omit to do any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do or refrain from doing something that would violate the laws applicable to the activities under the PO/PA.
- 3 The Agency /Supplier / Service Provider shall cause the it's personnel and sub-service Providers, if any, to undertake the obligations in this Undertaking and to warrant them under the terms of its agreements with any sub-service Providers. In particular, the Service Provider shall perform compliance due diligence on all major sub-service Providers to ensure that they act in strict compliance with applicable anti-corruption laws. The Company reserves the right to request proof of such due diligence.
- 4 All financial settlements, billings and reports sent to the Company shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the PO / PA. The Agency / Supplier/ Service Provider also shall maintain adequate internal controls to ensure that all payments made in performance of the PO /PA are authorized and comply with the PO/PA. The Company reserves the right to perform (itself or through a representative) audits at the premises of Agency / Supplier/ Service Provider all payments made by or on behalf of the Agency / Supplier/ Service Provider for services performed under the PO/PA. The Service Provider agrees to cooperate fully in any such audit, including by making the relevant books and records available to the Company or its representative and by answering any relevant questions relating to the performance of Agency / Supplier/ Service Provider under the given PO/PA as part of this Undertaking.

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Signature and Stamp of Agency /Supplier / Service Provider

- 5 All payments by the Company to the Agency / Supplier/ Service Provider shall be made in accordance with the terms of payment specified in Article “Price and pricing terms and conditions” of the PO / PA raised by Parekhplast. The payment indications notified in the Agency / Supplier/ Service Provider invoices shall be deemed to constitute a representation and warranty by the Service Provider that the bank account so notified is owned solely by the Agency / Supplier/ Service Provider and that no person other than the Agency / Supplier/ Service Provider has any ownership of or interest in such account.
- 6 The Agency / Supplier/ Service Provider represents and warrants that no Company Official or Close Family Member of a Company Official owns or possesses (directly or indirectly) shares or any other beneficial interest in the Agency / Supplier/ Service Provider (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, officer or agent of the Agency / Supplier/ Service Provider, except for any ownership, interest or position that the Agency / Supplier/ Service Provider has disclosed to the Company in writing. The foregoing representation and warranty will continue so long as this Agreement or purchase order remains in effect. The Agency / Supplier/ Service Provider agrees to notify the Company promptly and in writing of any developments that would or might affect the accuracy of the representation or warranty. In any case, if a Company Official or Close Family Member of a Company Official owns or acquires (directly or indirectly) shares or any other beneficial interest in the Agency / Supplier/ Service Provider, or is or becomes a director, officer or agent of the Agency / Supplier/ Service Provider, the Agency / Supplier/ Service Provider shall take appropriate steps to ensure that the Company Official or Close Family Member of a Company Official avoids any conflict of interest, complies with the legislation applicable in accordance with the place of performance of the purchase order / agreement prohibiting conflicts of interest on the part of Company Officials and complies with the anti- corruption provisions described in this Attachment.
- 7 Without prejudice to any other rights or remedies the Company otherwise may have, including (but not limited to) damages for breach of the this code of business conduct, if the Agency / Supplier/ Service Provider does not comply with any of its obligations in this Attachment, the Company shall have the right to:
 - (a) suspend payment and require reimbursement of any advance payment made under the PO/PA, and/or
 - (b) suspend or terminate the PO/PA for default with immediate effect.

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