

The Supplier Code of Conduct mentioned in this document is applicable to all 'Suppliers' who have a business relationship with and / or intend to have business relationship with ADANI or any of its subsidiaries, successors, executors, administrators, representatives and permitted assignees by means of providing any kinds of goods or services to ADANI. "Supplier" here refers to suppliers/ service providers/ contractors/ traders / dealers/ agents/ consultants/ consortiums/ joint venture partners including their employees, agents, and other representatives. The principles contained within this document are in alignment with international standards and local regulations, and suppliers are expected to adhere to and cascade these standards throughout their supply chain.

This code of conduct is designed to ensure that ADANI suppliers operate in a manner that aligns with ADANI values and ethical standards, thereby strengthening our commitment to corporate responsibility and sustainability.

## **1. Human rights & Labor standards.**

Protecting human rights and fundamental freedoms is ADANI's first priority. All suppliers are expected to comply with internationally recognized human rights with regard to all business activities within their own sphere of influence. ADANI does not tolerate any infringements. The supplier is responsible for setting up an anonymous complaint mechanism that enables its employees to report infringements. Furthermore, the supplier's employees are free to use the independent and free-of-charge whistleblower system at ADANI.

## **2. Child labour**

ADANI strictly rejects all forms of child labor. The use of child labor by suppliers is therefore strongly forbidden. The definition of child labor is based on the globally recognized standards of the ILO. The minimum age for taking up employment is 15 years. In principle, employment must not be taken up before the end of statutory compulsory education. If employment is taken up before the age of 18, certain requirements for protecting the young worker have to be met. These are based on international standards and are summarized in the corresponding ADANI Policy on Child Labor and Forced Labor.

## **3. Forced labor and Modern Slavery**

All employees working for the suppliers of ADANI must be free to choose the ways and means of employment they pursue and to terminate it subject to statutory and thus appropriate notice periods. Suppliers are urged not to employ forced laborers, serfs, slaves, prisoners, or other dependent employees under any circumstances and thus to oppose any form of modern slavery. Employees must be given the right to leave their workplace and to terminate the employment relationship subject to statutory notice periods. Workers are permitted to move freely at all times. Employers are not permitted to retain a deposit or identity documents or similar. If third parties are used for recruitment purposes, the supplier is responsible for verifying whether statutory requirements and those that are set out by ADANI are complied with. Any costs that arise through the commissioning of third parties must not be passed on to the employee under any circumstances.

## **4. Health and Safety**

All suppliers must have in place effective health and safety management systems, appropriate for the nature and scale of their business and the goods, works or services they provide, ensuring compliance with health and safety law generally, as well as standards and codes specific to their industry. Suppliers working on our sites must comply with our health and safety standards, and where applicable, we may audit such compliance and look to drive continuous improvement. We continue to prioritize the purchase of materials that are not harmful to health and in line with our technical specification.

## **5. Discrimination**

All employees must be treated equally and enjoy equal opportunities during the selection process and throughout the entire employment relationship. Any form of discrimination based on descent, origin, nationality, skin color, gender, religion, ideology, membership of employees' associations, political opinion,



sexual orientation, age, marital status, pregnancy, disability, illness, or any other personal characteristics must be avoided. Discrimination of any kind is not acceptable, and suppliers must foster a workplace free of harassment.

We expect all businesses in our supply chain to respect their people and to offer a safe workplace that is free from harm, intimidation, harassment, or fear. We are committed to promoting equal opportunities to all our employees, customers, and suppliers. We expect our supply chain to treat all people equally, with respect and dignity. We do not discriminate, nor do we tolerate discrimination on the grounds of age, colour, disability, ethnicity, gender, religion, faith or on any other unjustifiable or illegal grounds.

## **6. Humane working conditions**

The dignity, privacy and personal rights of employees must always be respected. Physical, psychological, sexual, or verbal harassment as well as punishments, assaults, abuse, or intimidating behavior are forbidden. Disciplinary measures are permitted only within the context of statutory provisions or the provisions that are set out by ADANI and must be proportionate to the incident in all cases.

## **7. Remuneration**

The employee shall be remunerated appropriately at least on a monthly basis. Furthermore, the employee shall be informed in writing about the agreed conditions in the form of an employment contract and a pay slip. The work performance shall be paid for by the supplier in such a way that the employee's basic requirements are covered, and a disposable portion is freely available. Business partners are obliged to pay at least the statutory minimum wage or, if higher, a wage corresponding to the industry standard.

## **8. Working hours**

The respective national provisions regarding working hours including regulations on rest periods, public holidays and vacation must be complied with. If there are no national provisions, or if these fall short of the provisions of the ILO, then regular weekly working hours must not exceed 48 hours. Permitted overtime included, the total working hours in a week must not exceed 60 hours. Overtime is only permitted if it is voluntary or if the overtime is regulated by law or applicable collective agreements (such as collective bargaining agreements) and must be remunerated accordingly. After six sequential working days, the employee must be given a resting period of at least 24 hours. Furthermore, each employee is entitled to claim statutory minimum leave.

## **9. Environment**

We recognize that a significant change in business practice is needed to ethically procure and use resources sustainably, mitigate and adapt to climate change, ensure prevent pollution measures and effective waste management systems must be implemented with key focus on Resource [energy, water, material] efficiency. Every effort shall be made to minimize the environmental footprint., protect, conserve, and enhance biodiversity [including but not limited to genetic diversity, species diversity, and ecosystem diversity], preventing deforestation, conserving land, and wetlands. We encourage our Suppliers to offer solutions that improve the resilience of ADANI operations, whilst also understanding how their own business needs to adapt to a changing climate in line with Net zero targets, and or Science based targets for resource conservation and GHG reduction. Suppliers whose work impacts our energy consumption are expected to offer solutions that reduce energy consumption and offer the best whole life cost. We continue to develop, and look to incentivize and drive, whole life cost performance and benefits through our suppliers. Suppliers are expected to actively reduce greenhouse gas emissions and energy consumption in their operations.

## **10. Community**

We expect Suppliers to have an understanding and conduct periodic assessment of how their activities potentially or actually might impact their local area and relevant stakeholders in wider community. We expect them to minimize the negative impacts and encourage them to make positive contributions and investments including local employment opportunities, income, access to services, cultural heritage, and



social cohesion, workforce volunteering, and charitable activities as well as minimizing disruption to communities.

## **11. Business ethics and governance**

All our Suppliers are required to comply with applicable legal and regulatory requirements. All our Suppliers shall never offer or accept any undue payment or other consideration, directly or indirectly, for the purpose of inducing any person or entity to act contrary to their prescribed duties. The Supplier shall not, directly or through intermediaries, take any recourse to any unethical behavior (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private, including with any employee of ADANI. Suppliers must conduct their business in an ethical manner, with zero tolerance for corruption, bribery, and conflicts of interest.

Anti-competitive practices are prohibited, and suppliers must uphold fair business standards.

Transparency is crucial, and suppliers are required to disclose their Environmental, Social, and Governance (ESG) performance in accordance with the Business Responsibility and Sustainability Report (BRSR) requirements and its amendments.

Subcontracting and Outsourcing: Suppliers must ensure that any subcontractors or third parties they engage with also adhere to the code of conduct and the company's standards.

## **12. Intellectual Property**

Suppliers shall safeguard the intellectual and other property rights of ADANI and of its third parties, including all patents, trademarks, and copyrights. To implement and maintain physical, organizational, and technical measures to ensure the security and confidentiality of Data in order to prevent accidental, unauthorized or unlawful destruction, alteration, modification or loss of Data, misuse of Data, or unlawful processing of Data. The contractor/suppliers will take care not to transfer ADANI's confidential information to any third party without express, written permission from us.

## **13. Privacy and Data Protection**

Suppliers shall safeguard the privacy and data of their customers, suppliers, and employees, in compliance with international data protection laws.

## **14 Responsible Sourcing**

Suppliers shall Promote responsible sourcing practices within their own supply chain, including but not limited to Human Rights, ethical Labour practices, environmental & Social responsibility.

Suppliers must ensure that raw materials and components used in their products and or services meet recognized environmental and social standards.

## **15. Compliance and Monitoring**

Suppliers shall continuously review and enhance their own practices and policies to align with global best practices and international standards. Suppliers shall work collaboratively with AESL to identify and implement improvements in ethical and sustainable business practices.

Suppliers shall maintain documentation to demonstrate compliance with this code and allow for audits by AESL or its representatives.

Non-compliance with this code may result in corrective action plans, suspension of business, or termination of contracts. AESL reserves the right to take legal action in cases of severe or repeated violations.



# Supplier Code of Conduct

**Declaration:**

By entering into a business relationship with AESL, you acknowledge that you have received, read, understood, and agreed to adhere to the principles and requirements set forth in this Supplier Code of Conduct. You also understand that compliance with this Code is a fundamental condition of our business relationship. Compliance is not only a contractual obligation but also a reflection of shared values and commitment to ethical, sustainable, and responsible business practices.

**Authorized Signatory**

CCO-TC

A handwritten signature in blue ink, appearing to read "Sandeep", written over a horizontal line.

**Dated 30<sup>th</sup> Sept 2024**