

## M&M SUPPLIER CODE OF CONDUCT

### BACKGROUND

Over the last seven decades of its existence, Mahindra & Mahindra Limited ('M&M') has earned an impeccable reputation as an industrial house of very high level of ethical practices and good governance. M&M's high standards of integrity, impartiality, equity and objectivity are the hallmark of its dealings with its Suppliers and all stakeholders.

### OBJECTIVE

M&M values its reputation for conducting business in a legally compliant and ethical manner. Consistent with this commitment, M&M wants to do business with those who share its values and culture of fair and ethical business practices. M&M has developed this Supplier Code of Conduct (hereinafter referred to as the "Code") to guide its Suppliers as to how to engage in ethical, responsible, and legal business practices in their operations around the world. This Code is applicable to all 'Suppliers' i.e. domestic and international. Suppliers here refer to suppliers, service providers, vendors, traders, agents, consultants, contractors, joint venture partners, third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kind of goods or services to M&M.

M&M encourages all Suppliers to reflect the M&M Rise philosophy in their working & dealings. M&M expects that all its Suppliers will also do business with parties who uphold similar values.

### CODE OF CONDUCT:

#### ETHICAL CONDUCT

Suppliers shall conduct their business activities and deal on behalf of their company with professionalism, honesty and integrity, as well as with high moral and ethical standards. Such conduct shall be fair and transparent and perceived to be as such by third parties.

#### REGULATORY COMPLIANCE REQUIREMENT

Suppliers shall, while conducting their business comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which they operate.

#### ACCOUNTING AND REPORTING

Suppliers shall ensure that their accounting and financial records meet the highest standards of accuracy and completeness. All financial transactions shall be reported in accordance with generally accepted accounting practices, and the accounting records shall show the nature of all transactions in a correct and non-misleading manner.

#### BRIBERY, CORRUPTION AND MONEY LAUNDERING

Suppliers shall always comply with all the applicable international and local anti-bribery and anti-corruption laws and M&M's Anti-Bribery and Anti-Corruption Policy which is available on the M&M website at <https://www.mahindra.com/sites/default/files/2022-07/ABAC-Policy.pdf>. The Supplier shall not accept, facilitate or support money laundering.

**SANCTIONS AND EXPORT CONTROL LAWS**

Suppliers shall ensure that they:

- a. comply with Sanctions and Export Control Laws which includes any trade or economic sanctions, export controls, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time, including those of the UN, the US, UK and the EU and its Member States.
- b. do not deal directly or indirectly with any sanctioned party or party owned or controlled by a sanctioned party which includes individuals, entities or corporations that have been sanctioned, including (but not limited) with respect to procurement or sale of products.

**TAX LAWS COMPLIANCE**

Suppliers shall comply with the tax laws and regulations of country in which it operates. Where tax laws do not give clear guidance, prudence and transparency shall be the guiding principle.

**MARKETING AND SALES**

Suppliers shall not make false statements or provide misleading information regarding its products or their performance, including the safety and environmental attributes of the products.

**FAIR COMPETITION PRACTICES**

Suppliers shall compete fairly, ethically and within the framework of all applicable competition and anti-trust laws. They shall not exchange M&M related confidential and sensitive information with competitors, peers or customers in any way that will improperly influence the marketplace or outcome of a bidding or negotiation process.

**POLITICAL INVOLVEMENT**

Suppliers shall ensure that they do not give an impression of representing or being the spokesperson of M&M while getting associated with any political party or political activities in their personal capacity.

**CONFLICTS OF INTEREST**

The duty of all personnel of Suppliers towards M&M demands that he or she avoids and discloses actual and potential conflicts of interest. A conflict of interest exists where the interests or benefits of one person or entity conflict or appear to conflict with the interests or benefits of M&M. Suppliers shall, as soon as they have knowledge, voluntarily disclose all situations relating to actual or potential conflict of interest, whether arising from their equity investments in any competitor of M&M or any of the supplier owners' having any immediate family members working in M&M.

**PROTECTING M&M's ASSETS AND MACHINERY**

Suppliers shall not misuse the assets of M&M but shall employ them only for the purpose of conducting the business for which they are duly authorized by M&M. These include tangible assets such as equipment and machinery, systems, facilities, materials, and resources as well as intangible assets such as Intellectual Property

Rights, Processes, Know how & Technology, proprietary information etc. Suppliers are responsible for safeguarding, securing, and protecting M&M's assets and information technology from theft, destruction, misappropriation, wastage, and abuse.

### **THIRD PARTY REPRESENTATION**

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

### **CONFIDENTIALITY**

The Supplier shall maintain physical and electronic security for all confidential information. Supplier's employees should use extreme care in protecting confidential or proprietary information of any kind. Face to face discussions should be conducted in a secure location. If confidential information to be discussed or exchanged between M&M and the Supplier, or the Supplier and a Third Party, the parties shall first ensure that a Confidentiality or Non-Disclosure Agreement has been signed and is being complied with.

### **PROTECTING THE ENVIRONMENT**

Suppliers shall comply with all applicable environmental/pollution control laws and regulations wherever they are based or operate including the M&M Conflict Mineral Policy and ELV & Hazardous Material standards as available in the M&M Supplier Portal - Msetu

### **PROVIDING SAFE AND HEALTHY ENVIRONMENT**

Suppliers shall maintain and provide a safe and healthy work environment for all personnel that meets or exceeds applicable legal standards for occupational safety and health. Suppliers will comply with all applicable laws regarding working conditions, including worker health and safety, sanitation, fire safety, risk protection and electrical, mechanical structural and machine safety.

They shall have well-established safety procedures, preventative maintenance, and protective equipment in compliance with the law. Suppliers shall have a Business Continuity Plan to minimize business impacts in the event of major disruption like flood, fire, earthquake, strikes or any riots etc. They shall have a written Emergency Response Plan to minimize harm to the employees, local community and environment and risk of business disruption to M&M in the event of a disaster.

The Supplier will adhere to the M&M SGSCMP Policy on Sustainability available on the M&M Supplier Portal Msetu.

### **HUMAN RIGHTS, RESPECT AND DIGNITY**

Suppliers shall support and respect the protection of internationally proclaimed human rights and make sure their company is not complicit in human rights abuses. Suppliers are expected to keep their workplaces free of forced labour, child labour, harassment, harsh treatment, violence, intimidation, corporal punishment, physically abusive disciplinary practices, mental or physical coercion, verbal abuse, and discrimination. Suppliers are expected to respect the right to freedom of association, participation, collective bargaining, and provide access to appropriate grievance redressal mechanisms, which means working constructively with recognized employee representatives

to promote the interests of its employees and, in locations where employees are not represented by unions, providing opportunities for employee concerns to be heard.

### **NO CHILD OR FORCED LABOUR**

The Supplier shall not hire any person less than 18 years of age. Suppliers shall not use involuntary labour of any kind, including forced prison labour, debt bondage or forced labour. Additional standards include the following:

- a. Suppliers shall comply with all applicable child labour laws, including those related to hiring, wages, hours worked, overtime and working condition. Vocational or developmental programs for young people require an exception to the age requirements.
- b. Suppliers shall maintain official documentation that verifies a worker's date of birth, employment, and training history. M&M reserves the right to review this information whenever required.

### **EQUAL-OPPORTUNITIES EMPLOYER**

The Supplier shall provide equal opportunities to all its employees and all qualified applicants for employment, without regard to their race, caste, religion, colour, ancestry, marital status, sex, age, nationality, and disability. Employees of the Supplier shall be treated with dignity and in accordance with maintaining a work environment free of sexual harassment, whether physical, verbal, or psychological.

The Supplier shall not resort to unethical or corrupt recruitment practices nor retain any identification documents.

### **WAGES AND HOURS OF WORK**

Suppliers shall follow all applicable laws regarding working hours, wages and overtime pay. Workers shall be paid at least the minimum legal wage.

### **GIFTS AND DONATIONS**

Suppliers shall not (directly or indirectly) offer any gift, entertainment, trip, discount, service, or other benefit to any official of M&M which would or reasonably appear to be capable of influencing such person's decision. This includes giving or receiving anything of value, including money, gifts or unlawful incentives to improperly influence negotiations.

### **CORPORATE CITIZENSHIP**

The Suppliers' 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.

### **COMPLIANCE WITH CODE**

Suppliers are required to adhere to this Code strictly. They shall promptly inform M&M when any situation develops that causes them to operate in violation of this Code. While Suppliers are expected to self-monitor and

demonstrate their compliance with this Code, Suppliers shall allow M&M to audit or inspect Suppliers’ facilities to confirm their compliance when requested by M&M with reasonable notice. M&M reserves the right to take appropriate action including immediate removal of any Supplier who behaves in a manner that is unlawful or inconsistent with this Code.

Additionally, Suppliers need to exercise due diligence regarding their social and environmental responsibility when sourcing materials and parts. Suppliers are urged to have their own suppliers, agents, and affiliates conduct the same due diligence to enable compliance throughout the supply chain.

**CODE ADHERENCE RESPONSIBILITY**

Chief Executive Officers, Proprietors, Partners, Officers and Employees of all M&M Suppliers are responsible to ensure adherence to this Code.

**REPORTING VIOLATIONS / QUESTIONABLE BEHAVIOUR**

Suppliers who wish to report questionable behaviour or a possible violation of this Code of Conduct, may do so by making a protected and confidential disclosure through the reporting channels mentioned in M&M’s Whistleblower Policy available on its website or as per details below:

S. No.	Reporting channel	Contact details	Availability
1	Phone (toll free)	000 800 100 4175	24/7
2	Web Portal	<a href="https://ethics.mahindra.com">https://ethics.mahindra.com</a>	24/7
3	Email	<a href="mailto:speakup2CPO@mahindra.com">speakup2CPO@mahindra.com</a>	24/7

- M&M reserves the right to revise Code as and when required along with any other provisions.
- For any clarification on the Policy, kindly contact the office of the Chief Purchase Officer.

**DECLARATION OF COMPLIANCE**

Suppliers will have to provide a onetime declaration that they have read and understood this Code, they have not done anything during the past years 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 M&M, till when this Code of Conduct will be valid unless modified by M&M. Format for the onetime declaration is given in Annexure – I to this Code.



**Vinod Sahay**  
**President and Chief Purchase Officer (AFS) and President for Aero Defence MTBD and CE**  
**Mahindra & Mahindra Limited**

ANNEXURE - I  
(On letterhead of the Company/ Firm)

To,  
The Chief Purchase Officer  
Mahindra & Mahindra Limited

Sub: Declaration of Compliance to M&M's Supplier Code of Conduct

We, the undersigned do hereby state that I/We have read and understood M&M's Supplier Code of Conduct and certify that:

- We believe in and uphold similar values as enshrined in this Code and conduct our business operations in an ethical manner.
  - We strictly follow the Code in all transactions so far as they relate to or are connected to our business relationship with M&M
  - We have read and understood M&M's Anti Bribery and Anti-Corruption Policy and M&M's Code of Conduct available on M&M's website.
  - We comply with applicable Anti-Bribery and Anti-Corruption laws in all the jurisdictions in which we operate in.
- We abide by our own Code of Conduct and Anti-Bribery and Anti-Corruption Policy or equivalent policies and the same are not inconsistent with the abovementioned M&M policies.

**OR**

- We abide by and conduct ourselves and ensure that our employees' conduct is consistent with M&M's Code of Conduct and M&M's Anti-Bribery and Anti-Corruption Policy throughout the contractual period.

*(Tick the appropriate box above)*

- None of our activities have been conducted in violation of the Code except the following:

Please mention a brief description of the violation(s). In case you have nothing to report, please mention 'Nil' in this box:

Signature: \_\_\_\_\_  
Name and Designation  
of the authorised  
signatory: \_\_\_\_\_  
Date: \_\_\_\_\_

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