



**Ind-Swift**  
LABORATORIES LIMITED

One World One Health One Ind-Swift

## SUPPLIER CODE OF CONDUCT

**Ind-Swift Laboratories Ltd.** ("Ind-Swift ") is a Pharmaceuticals Contract Manufacturing organization and continuously endeavours to develop a mutually advantageous relationship in its business dealings with all its clients and suppliers.

Ind-Swift expects all from all those suppliers and subcontractors and their affiliates who supply goods, services or manpower to Ind-Swift to follow the principles expressed in this Supplier Code of Conduct which is considered an important area for Supplier selection and evaluation. Ind-Swift expects its Suppliers to percolate these standards further down to its suppliers and sub-contractors.

Supplier shall ensure that its business activities and labour practices are in compliance with this Policy and applicable laws and regulations throughout all its locations and ensure that all its internal policies and procedures are re-visited periodically to comply with this Code of Conduct.

### **Compliance with Laws**

Suppliers shall fully comply with all applicable international, national and local laws and regulations, treaties and industry standards including, but not limited to, those related to labour, immigration, health, safety and environment, anti-bribery, anti-corruption.

### **Environment, Health & Safety**

Supplier shall consider Safety, Health & Environment as an integral part of its business operations. Supplier shall be committed to take care of its employees, local community, and preserving & protecting the environment. Supplier shall achieve this through:

- Promoting awareness on safety, health & environment to all employees, contractual workforce and all interested parties.
- Information and training regarding any hazardous materials to its employees
- Monitoring their workplace for any other safety hazards and protecting workers, and any visitors to their facilities, from exposure to chemical, biological and physical hazards.
- Having appropriate processes in place to identify, prevent and mitigate any risk of a chemical spill or other event that would pose a threat to worker safety and/or to the environment. These processes include emergency plans in the case of an unsafe event and response procedures should such an event occur.
- Complying with all the applicable EHS legislations, regulations, SOPs and other requirements with all permits, licenses, registrations and restrictions where required.
- Operating facilities with minimum adverse impact on the environment. Suppliers are encouraged to conserve natural resources, to reuse and recycle and to avoid use of hazardous materials where possible.
- Having systems to ensure the safe and lawful handling, movement, storage, recycling/reuse or management of waste, air emissions and wastewater discharges.
- Maintaining a policy for sustainable/responsible procurement from its vendors.
- Continual improvement of performance through establishment of objectives and goals on these lines.



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- Encouraging to demonstrate their commitment to Environmental, Social, and Governance (ESG) principles through Sustainability Reports (SR) and Integrated Reports (IR), or on various sustainability-related parameters.

### **Ethical Business Practices**

Supplier shall,

- Promote Honesty & Integrity within its workforce and day-to-day activities and its dealings with its Suppliers, customers, sub-contractors, governmental agencies and any other concerned party.
- Resolve any Conflict of interest with any party amicably and according to equitable and just means provided under law.
- Ind-Swift takes a zero-tolerance approach to its Suppliers committing or facilitating tax evasion. Suppliers (and each of their subcontractors) are expected to have policies and procedures in place to prevent employees and other associated persons from committing or facilitating tax evasion.
- Supplier must not participate in any economic boycott not sanctioned by the Government of India. Supplier must not provide information that could be construed to support any such unsanctioned boycotts.

### **Anti-Bribery:**

- As a global company, Ind-Swift is subject to all relevant anti-bribery and corruption laws including but not the U.S. Foreign Corrupt Practices Act (FCPA), Bribery Act 2010 (U.K.) and limited to Prevention of Corruption Act, 1988 (India) as amended from time to time. Supplier shall ensure to be in compliance with all such and any other applicable laws, statutes and regulations and maintain in place policies and procedures to monitor and enforce procedures relating to bribery and corruption;
- In dealing with IND-SWIFT, Supplier is required to
  - I. not engage in acts or omissions that offer, authorize or give anyone any bribe [A "bribe" is the direct or indirect offer, authorization, gift or promise to give anything of value (financial or non-financial), in violation of applicable law to an individual, a government official or an employee of BUYER for the purpose of obtaining or retaining business, to win a business advantage, or to influence a decision, including facilitation payments], or create the impression that a bribe has been offered, authorized or given;
  - II. to promptly report to Ind-Swift any suspected violations of this policy by Ind-Swift's employees or others doing business on behalf of Ind-Swift; and
  - III. to comply with all record keeping requirements and financial controls to enable Ind-Swift to demonstrate its compliance with anti-bribery laws and practices.
- Supplier shall not make or promise to make a bribe, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, or any company director, officer, employee, or agent of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper



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advantage. Supplier must not ask for or accept anything of value which the Supplier knows or suspects is being offered in order to obtain an improper advantage.

- Suppliers or representatives should not deal directly during negotiation or otherwise with any Ind-Swift employee whose spouse or other family member or some other close relation is an employee or has a personal or financial interest in the Supplier or the Supplier's business.
- Supplier should perform all business dealings transparently and maintain accurate details of the same in business books and records.

Further Supplier shall,

- Immediately inform Ind-Swift in case that its directors, controllers, agents or persons who are concerned in the management of the affairs, and entities within the control of Supplier has been charged or been the subject of investigation by any regulatory agency or been debarred as a Vendor or Supplier to any government entity anywhere in the world;
- Immediately notify Ind-Swift if a foreign public official becomes an officer or employee of Supplier or acquires a direct or indirect interest in Supplier; For the purpose of this paragraph the meaning of 'foreign public official' and whether a person is 'associated with' another person shall be determined in accordance with sections 6(5) and 6(6) of the (United Kingdom) Bribery Act, 2010 and section 8 of the (United Kingdom) Bribery Act, 2010 respectively;
- Ensure that Supplier declaration made is true, accurate and complete in all material respects;
- Seek prior approval from Ind-Swift for any sub-contracting of work in cases where Supplier is engaged for interaction with government official/ authority on Ind-Swift's be

#### **Inducements:**

- Supplier shall not induce an employee of Ind-Swift to allow any concessions to the Supplier, issuance of a service purchase order or any other requirement pay money or any other benefit to any third party in connection with negotiation and/ or a service purchase order.
- Supplier shall not encourage an employee of Ind-Swift to perform an act of dishonesty against Ind-Swift, which may benefit the employee and/ or be detriment to Ind-Swift.

#### **Gifts and Entertainment**

Gifts and entertainment of reasonable nature, bona-fide, consistent with local trade practices and which are in compliance with applicable bribery and corruption laws and Aragen policies are acceptable. Supplier must be mindful of not violating the law or this Code by offering or receiving excessively lavish/ unreasonable gifts that may be perceived as bribes or may influence the decision of the recipient.

Aragen recognizes that inexpensive gifts, celebratory events and entertainment provided that are not excessive or create an appearance of impropriety, are acceptable and do not violate this Code. To determine whether an offered gift or entertainment is acceptable, the following should be adhered to:

- Is moderate and reasonable (Cash, cash equivalents, bullions, etc. are prohibited)



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- Must be bona fide and customary business expense incurred in the normal course of business
- Not designed to influence the judgment or encumber the independence of the person receiving the said courtesy
- Must comply with the ABAC laws applicable to Aragen and its stakeholders and this Code.
- Receipts are adequately supported and thoroughly documented in the Supplier's records.

Suppliers or representatives should not deal directly during negotiation or otherwise with any Aragen employee whose spouse or other family member or some other close relation is an employee or has a personal or financial interest in Supplier or the Supplier's business.

#### **Fair Business Practices**

- Suppliers must abide by fair business practices, including truthful and accurate advertising to protect consumers and competitors against unfair business practices and to promote and protect healthy competition.
- Supplier shall not undertake agreements or actions that reduce competition without benefiting customers. Among those activities generally found to violate antitrust or competition laws are agreements or understandings among competitors to: fix or control prices; structure or orchestrate bids to direct a contract to a certain competitor or reseller (bid rigging); boycott specified suppliers or customers; divide or allocate markets or customers; or limit the production or sale of products or product lines for anticompetitive purposes.
- Supplier shall not involve in unfair methods of competition and deceptive practices. Examples of these include making false or misleading representations about its products or services or Ind-Swift's products or services, falsely disparaging a Ind-Swift competitor or its products or services, making product or service claims without facts to substantiate them, or using Ind-Swift's or another company's trademarks in a way that confuses the customer as to the source of the product or service.

#### **Third Parties engaged by Supplier**

In the event Supplier engages any third party to provide services/goods to Ind-Swift, Supplier shall ensure that such third party adheres to this Code of Conduct and does not indulge in any activity that violates the terms of this Code of Conduct. Clauses covering all subjects under this Code of Conduct shall be included in every Supplier agreement with its contractors or sub-contractors. Supplier shall be responsible to monitor compliances by such third party and determine that they are in accordance with the applicable laws and regulations.

#### **Conflict of Interest**

This includes situations where an Ind-Swift employee or director may have an interest of any kind in the Supplier's business, whether through personal relationships, investments, directorships or any kind of economic ties with the Supplier. In the event of any conflict of interest arising at the time of empanelment or prior/post/during engagement, Suppliers are required to promptly disclose such situations to Ind-Swift.

#### **Confidentiality**



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Suppliers must ensure that confidential or proprietary information about Ind-Swift, our clients, employees or other parties, gained through employment or affiliation with Ind-Swift, is not used for personal or professional advantage. The confidential information also extends to any employee data, personal data or third-party information as shared by Ind-Swift.

### **Personal Data**

Supplier agrees to comply with and process any Personal Data received from Ind-Swift according to the applicable data protection laws and any specific privacy notice/instructions given by Ind-Swift. "Personal Data" includes and mean any information through which a party can be identified, including, but not limited to the name, title, address, post code, telephone numbers, mobile number, email address, gender, age, occupation, signature, financial and medical information and any other relevant information

Supplier shall:

- Not take or remove any Personal Data from IND-SWIFT premises/systems without having received the advance written consent of IND-SWIFT ;
- Maintain confidentiality of all Personal Data acquired by its employees, agents, affiliates, subsidiaries or sub-contractors;
- Not engage any third party to process the Personal Data procured from IND-SWIFT or any part thereof on its behalf without the prior written consent of IND-SWIFT ;
- Not use the Personal Data directly or indirectly for any purpose other than in connection with the provision of Goods/Services/products to IND-SWIFT .

### **Information Security**

Ind-Swift expects its suppliers to comply with the Ind-Swift security requirements as communicated from time to time and included under any agreement.

Supplier organization is responsible for ensuring compliance against contractual security requirements, extending support on annual security assessments, ensuring timely notification of incidents and notifying major changes/vulnerabilities to Ind-Swift

Supplier is expected to comply with the following.

1. Upon becoming aware of any security incident/breach involving Ind-Swift or Ind-Swift's customers data, notify Ind-Swift immediately on [sudhir.sethi@indswiftlabs.com](mailto:sudhir.sethi@indswiftlabs.com) / [jitendra.mishra@indswiftlabs.com](mailto:jitendra.mishra@indswiftlabs.com)
2. Mitigate any security risks identified as part of due diligence assessment performed by Ind-Swift on the Supplier's security practices

### **Business Continuity**

Supplier shall ensure that there are plans and procedures to resume business in the event of any physical disaster (e.g., Such as fire, flood, wind, earthquake, explosion, etc.) or work stoppage of any kind (e.g., Labour strike, economic/social structure breakdown, etc.). on occurrence of any such event Supplier shall immediately inform Ind-Swift of any such events and its plans for business continuity. Subject to mutual agreement on business continuity plan terms by both parties, the Supplier shall resume services within committed timelines following a disaster or work stoppage event.

### **Employees Welfare**



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Supplier shall ensure that its workplaces

- Provide basic amenities as are statutorily mandated for its employees and shall possess necessary certification issued by the relevant local authority as proof thereof.
- Have access to basic medical facilities and a professional Medical Practitioner during all normal working hours, immediately in emergencies and as and when required. Medical kits shall be available and accessible at all relevant areas in Supplier's premises.
- Maintain a system for their workers to report any concerns or illegal activities in the workplace without threat of reprisal, intimidation or harassment, including a system to investigate and take corrective action if concerns are reported.
- If from the pharmaceutical industry, shall adhere to the Pharmaceutical Supply Chain Initiative (PSCI) Principles for Responsible Supply Chain Management which address the five areas of responsible business practice: ethics, labor, health & safety, environment, and management systems. (Copy Enclosed)

### **Working Hours**

Supplier's working hours shall comply with applicable National / Local Laws.

### **Non-Discrimination**

Supplier shall take all steps to ensure a work environment free of discrimination, intimidation, harassment, abuse or corporal punishment in any form for all its employees.

### **Hiring & Compensation**

- Supplier shall be an Equal Employment Opportunity Company and have an equitable and just selection process.
- Supplier further represents that neither it nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labour in the supply of goods or provision of services to Ind-Swift.
- Supplier shall follow the local laws for providing Minimum wages and applicable benefits to all its employees and contract labour.

### **Child Labour**

- Supplier shall not engage Child Labour.
- Minimum age, as provided under prevailing local laws for recruitment for employment with Supplier shall be strictly adhered to. Supplier shall maintain Proof of age documentation of all its employees which may be inspected by Ind-Swift.

### **Sexual Harassment**

Supplier shall have in place policies and procedures to prevent sexual harassment of any kind at its workplace and shall adopt appropriate grievance redressal measures in case of any such incidents of sexual harassment, as prescribed under prevailing local laws, including, but not limited to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

### **Reporting concerns**

Should Supplier suspect any violation of this Code, Supplier can report through [sudhir.sethi@indswiflabs.com](mailto:sudhir.sethi@indswiflabs.com) / [jitendra.mishra@indswiflabs.com](mailto:jitendra.mishra@indswiflabs.com)



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Grievances relating to sexual harassment of the Supplier's personnel at Ind-Swift 's facilities may be raised in writing to

[sudhir.sethi@indswiftlabs.com](mailto:sudhir.sethi@indswiftlabs.com) / [jitendra.mishra@indswiftlabs.com](mailto:jitendra.mishra@indswiftlabs.com)

All data breach and/or cyber security incidents involving Ind-Swift or Ind-Swift 's customer data shall be reported immediately in writing to [sudhir.sethi@indswiftlabs.com](mailto:sudhir.sethi@indswiftlabs.com) / [jitendra.mishra@indswiftlabs.com](mailto:jitendra.mishra@indswiftlabs.com)

It is important that Supplier reports all suspected violations, including retaliation. Retaliation includes adverse actions, harassment, or discrimination on a professional front relating to Supplier's reporting of a suspected violation. Ind-Swift will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behaviour or a possible violation of the Code. Ind-Swift is committed to fairly assess all the issues raised and provide resolution.

**Ind-Swift Laboratories Limited**  
NH-21, Village Jawaharpur, Derabassi,  
Distt. Mohali, Punjab – 140507

Mr Sudhir Kumar Sethi

Signature



Mr Jitendra Mishra

Signature



**Contract Acceptor /Manufacture, Supplier/Vendor Name and Address**

Signature