

**Indian Synthetic Rubber Private Limited (ISRPL)**

**Business Associates Code of Conduct (BACOC)**

**(Approved by ISRPL Board on 23.02.2022)**

## **Table of Contents**

- 1. Purpose**
- 2. Scope & Applicability**
- 3. Business Integrity**
  - Compliance with Applicable Laws and Regulations**
  - Gifts and Hospitality**
  - Unfair Practices**
- 4. Conflict of Interest**
- 5. Labour Conduct & Employment Practices**
  - A. Child Labour**
  - B. Forced Labour**
  - C. Working Standards**
  - D. Non-Discrimination**
  - E. Workplace Environment & Occupational Health and Safety**
- 6. Environmental Responsibility**
- 7. Third Party Representation**
- 8. Protecting Company Assets**
- 9. Disclosure Obligation on commencement of Insolvency, Bankruptcy, Winding Up and/or Liquidation or Dissolution Proceedings**
- 10. Confidentiality & Data Protection**
- 11 Social Media**
- 12 Communication & Compliance**
- 13 Monitoring**
- 14 Violation of Code**
- 15 Implications For Non-Compliance**
- 16 Updation**
- 17 Business Associates Acknowledgement**

## **1. PURPOSE**

Indian Synthetic Rubber Private Limited (ISRPL) (hereinafter called the Company), has always epitomized the true spirits of Business Ethics in its interactions with all its Business Associates as our Business Associates are critical stakeholders in our success and we are committed to strengthening our relationship with them.

For this purpose, the Company has drawn up this Business Associates Code of Conduct (BACOC) which is applicable to all Business Associates globally.

ISRPL's Business Associates Code of Conduct (BACOC) articulates our expectations from our Business Associates with respect to ethical, compliant and safe conduct of business throughout the course of our business relationship.

ISRPL values Business Associates who join us in pursuing these common goals and adopt practices that are consistent with BACOC.

## **2. SCOPE & APPLICABILITY**

BACOC applies to all current Business Associates of ISRPL.

"Business Associate" means any Individual/Partnership Firm/LLP/Company/ Body Corporate/Trust, etc. and their respective regular as well as contractual employees, seconded staff, with whom the Company transacts or enters into any financial or commercial arrangements and includes vendors, suppliers, lenders, Landlords/lessors, service contractors, intermediaries, consultants/advisors, lawyers, representatives, subcontractors, business development agents, custom agents, sales agents and, customers.

## **3. UPHOLD BUSINESS INTEGRITY AND ETHICS**

### **A. Compliance with applicable laws and regulations**

All Business Associates must comply with all applicable laws and regulations.

### **B. Gifts and Hospitality**

Business gifts and hospitality are sometimes used in the normal course of business activity. However, if offers of gifts or hospitality (including entertainment or travel) are frequent or of substantial value, they may create the perception of, or an actual conflict of interest or an 'illicit payment'. The Company discourages such practices of giving business gifts or hospitality to its employees by Business Associates.

### **C. Unfair Practices/ Anti-Competitive Practices**

- (i) All Business Associates must ensure not to tolerate, permit, or engage in bribery, corruption, embezzlement, extortion, kickbacks, inducements or any other unethical practices.
- (ii) All Business Associates must ensure not to get involved in money laundering activities in any manner.
- (iii) All Business Associates must ensure to follow fair practices to earn our business and not to indulge in any anti-competitive or unfair/restrictive trade practices in any form.

#### **4. CONFLICT OF INTEREST**

The Business Associates shall not enter into a financial or any other relationship with a ISRPL employee that creates any actual or potential conflict of interest for ISRPL. The Business Associates must understand that a conflict of interest arises when the personal interests of the ISRPL employee are inconsistent with the responsibilities of his/her position with the company. In this regard, all such actual/apparent conflicts must be disclosed to ISRPL as soon as the Business Associates become aware of such actual/apparent conflicts.

#### **5. LABOUR CONDUCT & EMPLOYMENT PRACTICES**

##### **A. Child Labour**

The use of child labour by the Supplier is strictly prohibited. Child labour refers to work that is mentally, physically, socially, morally dangerous or harmful for children, or improperly interferes with their schooling needs.

##### **B. Forced Labour**

The Business Associates shall not use forced or slave labour of any type (e.g. bonded or involuntary labour).

##### **C. Working Standards**

The Business Associates must ensure that its employees and workers work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked, laws on wages, labour conditions.

##### **D. Non-Discrimination**

The Business Associates shall not discriminate in hiring and employment practices on the grounds of criteria such as of race, color, religion, caste, sex, age, physical ability, sexual orientation or national origin.

##### **E. Workplace Environment & Occupational Health and Safety**

The Business Associates shall provide employees & workers safe and healthy working conditions. As a minimum, potable drinking water, adequate sanitation, fire exits and essential safety equipment, access to emergency medical care, and equipped work stations must be provided. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable laws & regulations.

## **6. ENVIRONMENTAL RESPONSIBILITY**

The Business Associates must operate with care for the environment and ensure compliance with all applicable laws and regulations. The Business Associate shall strive for environmental sustainability, particularly with regard to the emission of greenhouse gases, consumption of water and energy, and the management of waste and hazardous materials. The Business Associate shall endeavour to offset the effect of climate change in its activities.

## **7. THIRD PARTY REPRESENTATION**

The Business Associates shall not be authorised to represent ISRPL or to use the ISRPL brand without the written permission of ISRPL.

## **8. PROTECTING COMPANY ASSETS**

The assets of ISRPL shall not be misused; they shall be employed primarily and judiciously for the purpose of conducting the business for which they are duly authorized. These include tangible assets such as equipment and machinery, systems, facilities, materials and resources, as well as intangible assets such as proprietary information, intellectual property, and relationships with value-chain partners of ISRPL.

## **9. \*DISCLOSURE OBLIGATION ON COMMENCEMENT OF INSOLVENCY, BANKRUPTCY, WINDING UP AND/OR LIQUIDATION OR DISSOLUTION PROCEEDINGS**

The Business Associates shall inform/communicate to ISRPL, **immediately**, in writing, either by registered post/Telefax/email or any other mode of written communication, in case any type of Insolvency, Bankruptcy, Winding Up And/ Or Liquidation or Dissolution Proceedings are commenced against the Business Associates of the Company.

## **10. CONFIDENTIALITY & DATA PROTECTION**

The Business Associates shall handle and process data only for the purpose(s) mentioned in the Agreement/ Purchase Order/ Service Contract/ Sales Order with ISRPL and shall comply with all applicable laws relating to collection, processing and transfer of personal and personally identifiable information in the jurisdictions of their operations. The Business Associates shall strictly adhere to the provisions of "Non-Disclosure Agreement (NDA)/Confidentiality Agreement" executed, if any, with ISRPL. Further, Business Associates shall strictly avoid usage of unapproved messaging platforms for business communication involving any commercial transactions and report any incidents of violation or disclosure of confidential or personal data to ISRPL.

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\* Clause 9 inserted vide approval of Managing Director (MD) dated 09<sup>th</sup> May, 2022

## **11. SOCIAL MEDIA**

It shall be the duty of Business Associates to ensure that posts on social media (including by their employees) are legally compliant and made in a responsible manner. Further, all Business Associates shall ensure that any confidential or proprietary information of ISRPL is not posted in public domain. Further, all Business Associates shall ensure not to post any derogatory, defamatory, inflammatory, disrespectful, obscene, threatening, abusive or malicious content about ISRPL and / or its Shareholders, Promoters, Directors, Officers or Employees.

## **12. COMMUNICATION & COMPLIANCE**

All Business Associates shall ensure to internalize and institutionalize the standards of business practices and operations as set forth in this BACOC. Further, all Business Associates shall clearly communicate the requirements of this BACOC, and how it translates into business practices and operations to, all its employees and business partners. Business Associates confirm by the signature of a person authorized to agree to this BACOC that they have received, read, understood, and will comply with this BACOC. The format of such Acknowledgement by the Business Associate is annexed herewith as **Annexure A**.

## **13. MONITORING**

The Business Associates shall maintain adequate documentation to demonstrate compliance with the principles of this code, and allow access to ISRPL to check compliance upon request with reasonable notice.

## **14. VIOLATION OF CODE**

The Business Associates shall promptly disclose to ISRPL any actual or suspected incidents of violations of this Code, whether by any of its own employees, in good faith, and on a confidential basis on the email id, i.e. [amit.vohra@isrpl.co.in](mailto:amit.vohra@isrpl.co.in). Further, all Business Associates shall cooperate and shall provide assistance to ISRPL in conducting inquiries, investigations into any past or current incidents or activities that could potentially be in violation of this Code.

It is important that all suspected violations, including retaliation are reported. Retaliation includes adverse actions, harassment, or discrimination on a professional front relating to your reporting of a suspected violation. ISRPL 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 behavior or a possible violation of the BACOC. ISRPL is committed to fairly assess all the issues raised and provide resolution.

## **15. IMPLICATIONS FOR NON-COMPLIANCE**

Failure to comply with the standards set forth in this BACOC will entitle ISRPL to:

-demand corrective measures

- terminate an agreement with any Business Associates who does not comply with the Code.
- Take suitable action including appropriate legal action at the sole discretion of ISRPL.

16. **UPDATION**

MD may update and revise this BACOC from time to time to reflect current market practices and our own policies.

**ANNEXURE A**

**Business Associates Acknowledgement**

I certify that our company has received, read and understood and will abide by ISRPL's Business Associates Code of Conduct (BACOC).

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date