

### **APOLLO HOSPITALS ENTERPRISE LIMITED**

CIN: L85110TN1979PLC008035

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# **SUPPLIER CODE OF CONDUCT**



## 'AHEL' Supplier Code of Conduct

This Supplier Code of Conduct is applicable to all 'Suppliers' globally. 'Supplier' here refers 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 kinds of goods or services to 'AHEL' or any of its subsidiaries, affiliates, divisions ("AHEL").

This Code sets forth the basic requirements that we ask our Suppliers to respect and adhere to when conducting business with 'AHEL'. This Code embodies 'AHEL''s commitment to internationally recognized standards, including the Core Conventions of the International Labor Organization, United Nations' Universal Declaration of Human Rights as well as prevalent industry standards, and all other relevant and applicable statutory requirements concerning Environment Protection, Minimum Wages, Child Labor, Anti-Bribery, Anti-Corruption, Health and Safety, whichever requirements impose the highest standards of conduct.

#### **LABOUR & HUMAN RIGHTS**

Adhering to all Labor Laws and Human Rights Laws, Suppliers shall:

- Comply with all applicable domicile, state and national laws regarding human rights.
- Comply with the AHEL's Human Rights Policy.
- Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labor or any other form of compulsory labor and child labor.
- Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.
- Ensure compliance with maximum working hours and minimum wages prescribed by applicable laws and regulations.
- Comply with all slavery and human trafficking laws. Suppliers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships.



- Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly;
- Not confiscating or withholding worker identity documents or other valuable items,
   including work permits and travel documentation of any of its workers/ employees.

#### **HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY**

The Supplier/Service Provider shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.

- Supplier /Service provider shall follow all Environmental, Health and Safety and other operational policies of the AHEL while executing any work or contract at the AHEL site.
- Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the AHEL.

**Emergency Preparedness, Risk Information and Training:** Suppliers will make available safety information on identified workplace risks and suppliers' employees will be correspondingly trained to ensure they are adequately protected. Suppliers will identify and assess likely and potential emergency situations in the workplace and minimize their impact by implementing emergency plans and response procedures.

**Process Safety:** Suppliers will have safety programs in place for managing and maintaining all their production processes in accordance with the applicable safety standards. Suppliers will address product-related issues and their potential impact during all stages of the production process. For hazardous installations the supplier will conduct specific risk analyses and implement measures that prevent the occurrence of incidents such as chemical releases and/or explosions

**Quality assurance:** Suppliers will meet generally recognized or contractually agreed quality requirements in order to provide goods and services that consistently meet Apollo's needs, perform as warranted and are safe for their intended use.

**Occupational Health and Safety:** Suppliers will protect their employees from any chemical, biological and physical hazards and physically demanding tasks in the workplace as well as from risks associated with any infrastructures used by their employees.



Suppliers will provide appropriate controls, safe work procedures, preventative maintenance and necessary technical protective measures to mitigate health and safety risks in the workplace. When hazards cannot be adequately controlled by these means, suppliers will provide employees with appropriate personal protective equipment.

Safety information relating to hazardous materials – including compounds in intermediate materials – shall be available to educate, train and protect workers from hazards. A safe and healthy working environment.

#### **BUSINESS INTEGRITY**

**Anti-Bribery:** 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 'AHEL'. More specifically:

- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations of the Nation including the Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom and other applicable laws where bribery offences can result in the imposition of severe fines and/or custodial sentences.
- Shall not take any advantage of any family/ social/ political connections to obtain favorable treatment or for the advancement of business or obtaining any favors. Merit shall be the sole attribute of association with 'AHEL'.
- Shall not enter into a financial or any other relationship with a 'AHEL' employee that creates any actual or potential conflict of interest for 'AHEL'. The Supplier is expected to report to 'AHEL' any situation where an employee or professional under contract with 'AHEL' may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.
- Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor.

**Unfair Trade Practices:** Supplier shall desist from any unfair or anti-competitive trade practices.



Suppliers will conduct their business in line with fair competition and in accordance with all applicable anti-trust laws.

#### REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM

The Supplier shall ensure that an effective grievance procedure has been established to ensure that any worker/ employee, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind.

Suppliers shall also forthwith report any unethical activity or discrimination if practiced by any 'AHEL' employee/other Suppliers as per 'AHEL' whistle-blower policy (uploaded on the AHEL website) from time to time.

Identification of Concerns: Suppliers will provide means for their employees to report concerns or potentially unlawful activities in the workplace. Any report should be treated in a confidential manner. Suppliers will investigate such reports and take corrective action if needed

#### **INTELLECTUAL PROPERTY**

The Supplier shall take appropriate steps to safeguard and not infringe any 'AHEL' confidential and proprietary information/intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with 'AHEL'. In case of sub-contracting, sharing of confidential information should be made with the consent of 'AHEL'.

#### **THIRD PARTY REPRESENTATION**

The Suppliers shall not be authorized to represent 'AHEL' or to use 'AHEL''s brands without the written permission of 'AHEL'. Third parties and their employees who are authorized to represent 'AHEL' are expected to abide by the 'AHEL's Code of Conduct & Business Ethics Policy in their interaction with, and on behalf of 'AHEL' including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information.

#### **PROHIBITION ON INSIDER TRADING**

If the Supplier becomes aware of material, non-public information relating to 'AHEL' or its business, it may not buy or sell 'AHEL' securities or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Supplier becomes aware of material, non-public information about any other AHEL,

including 'AHEL' customers, suppliers, vendors or other business partners, that is obtained by virtue of the supplier's interaction with 'AHEL', then the Supplier shall not buy or sell that AHEL's securities or engage in any other action to take advantage of that information, including passing that information on to others.

#### SUPPLIER'S ENVIORMENT COMPLIANCE COMMITMENT

#### **Waste and Emissions**

Suppliers will have systems in place to ensure the safe handling, movement, storage, recycling, reuse and management of waste, air emissions and wastewater discharges. Any of these activities that have the potential to adversely impact human or environmental health will be appropriately managed, measured, controlled and handled prior to release of any substance into the environment. Suppliers will have systems in place to prevent or mitigate accidental spills and releases into the environment.

#### **Resource Conservation and Climate Protection**

Suppliers are expected to use natural resources (e.g. water, sources of energy, raw materials) in an economical way. Negative impacts on the environment and climate will be minimized or eliminated at their source or by practices such as the modification of production, maintenance and facility processes, material substitution, conservation, recycling and material reutilization. Suppliers will engage in the development and use of climate-friendly products and processes to reduce power consumption and greenhouse gas emissions.

#### SUPPLIER'S COMPLIANCE COMMITMENT

'AHEL' expects the Supplier to adhere to all applicable laws and regulations and in particular comply with this Code in letter and spirit. It is the Supplier's responsibility to read and understand the contents of this Code and 'AHEL''s Code of Conduct & Business Ethics Policy.

As a condition of doing business with 'AHEL', the Supplier must comply with this Code and agree to uphold such values during its business association with 'AHEL'.

The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code, and allow access to 'AHEL' to check compliance upon request with reasonable notice.

The Supplier shall notify 'AHEL' regarding any known or suspected improper behavior by the Supplier relating to its dealings with 'AHEL', or any known or suspected improper behavior by 'AHEL' employees.

The supplier ensure that the requisite approvals are obtained from the Regulators procure/ supply/ service to the AHEL. Also the supplier should supply the product/equipment which are having adequate approvals under the law of nation. The supplier should remit all the Regulatory dues in time and provide the copy if required by the AHEL for fulfilment of any Regulatory requirements under the law of nation.

Suppliers are expected to implement mechanisms to identify, determine and manage risks in all areas addressed by this Supplier Code of Conduct and with respect to all applicable legal requirements.

Please contact the concerned Head Materials/V.P CPU/ AHEL Secretary if you have any questions about this Code.

#### **Acknowledgment**

This is to confirm that I/We have gone through the document. I understand that it is my/our responsibility to abide by the above guidelines.

Authorized Signatory Name
Date

Signature