

## **ARAGEN'S SUPPLIER CODE OF CONDUCT**

**Aragen Life Sciences Limited** ("Aragen") is a leading Contract Research Development and Manufacturing organization and continuously endeavors to develop a mutually advantageous relationships in its business dealings with all its clients and suppliers.

Aragen expects all from all those suppliers and subcontractors and their affiliates who supply goods, services or manpower to Aragen to follow the principles expressed in this Supplier Code of Conduct which is considered an important area for Supplier selection and evaluation. Aragen 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 and animal welfare.

### **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 - including pharmaceutical compounds and pharmaceutical intermediate materials, where applicable - will be provided by Supplier. Supplier shall provide MSDS data sheets for all chemical compounds provided by it to Aragen.
- 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.
- 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.

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### **Animal Welfare**

Where applicable, Supplier agrees to treat animals humanely, including with minimal stress and pain. Supplier should be in compliance of applicable animal welfare laws, including, but not limited to, the Prevention of Cruelty to Animals Act, 1960

### **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.
- Aragen 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, Aragen is subject to all relevant anti-bribery and corruption laws including but not limited to Prevention of Corruption Act, 1988 (India), the U.S. Foreign Corrupt Practices Act (FCPA) and Bribery Act 2010 (U.K.), 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 ARAGEN, 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 Aragen any suspected violations of this policy by Aragen's employees or others doing business on behalf of Aragen; and (iii) to comply with all record keeping requirements and financial controls to enable Aragen 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 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 Aragen 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.

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Further Supplier shall,

- Immediately inform Aragen 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 Aragen 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 Aragen for any sub-contracting of work in cases where Supplier is engaged for interaction with government official/ authority on Aragen's behalf.

### **Inducements:**

- Supplier shall not induce an employee of Aragen 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 Aragen to perform an act of dishonesty against Aragen, which may benefit the employee and/ or be detriment to Aragen.

### **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)
- 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.

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### **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 Aragen's products or services, falsely disparaging a Aragen competitor or its products or services, making product or service claims without facts to substantiate them, or using Aragen'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 Aragen, 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 Aragen 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 Aragen.

### **Confidentiality**

Suppliers must ensure that confidential or proprietary information about Aragen, our clients, employees or other parties, gained through employment or affiliation with Aragen, 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 Aragen.

### **Personal Data**

Supplier agrees to comply with and process any Personal Data received from Aragen according to the applicable data protection laws and any specific privacy notice/instructions given by Aragen.

"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

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number, email address, gender, age, occupation, signature, financial and medical information and any other relevant information.

Supplier shall:

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

Supplier may access Aragen's Privacy Policy on its website <https://www.aragen.com/utilities/privacy-policy/>

### **Information Security**

Aragen expects its suppliers to comply with the Aragen 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 Aragen.

Supplier is expected to comply with the following.

1. Upon becoming aware of any security incident/breach involving Aragen or Aragen's customers data, notify Aragen immediately on [contact.scm@aragen.com](mailto:contact.scm@aragen.com) / [chandan.shirbhayye@aragen.com](mailto:chandan.shirbhayye@aragen.com)
2. Mitigate any security risks identified as part of due diligence assessment performed by Aragen 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 Aragen 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.

### **Insider Trading**

Aragen complies with SEBI (Prohibition of Insider Trading) Regulations, 2015. During the course of engagement, if Supplier becomes aware of any Unpublished Price Sensitive Information ("UPSI") relating to Aragen, Supplier shall not communicate such UPSI nor trade in securities of Aragen that are listed or proposed to be listed when in possession of UPSI, in violation of applicable securities laws.



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### **Employees Welfare**

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 Aragen.
- 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 Aragen.

### **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.

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### **Internal Audit**

Suppliers must set up a management system and maintain documentation for at least a period of three (3) years from the termination of relationship with Aragen to monitor and demonstrate compliance with (a) applicable laws and regulations; (b) this Code and (c) any agreements entered with Aragen.

- Supplier shall have SOPs for quality complaints and remedial and preventive actions.
- Supplier shall permit Aragen to conduct audits of Supplier premises and records to check compliance to this Code, laws and any agreements entered into between Aragen and Supplier.
- The findings of the audit may be recorded and used for any regulatory requirements.
- Corrective actions shall be recorded & documented.
- Supplier agrees to participate in Aragen's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Aragen, as revised from time to time, including those applicable to Supplier.

### **Enforcement**

This Supplier Code of Conduct emphasize the importance of honest business conduct and solid business ethics. Our standards can be met only with Supplier's cooperation.

Suppliers shall ensure that the Code is communicated to their employees, subsidiaries, business partners and subcontractors involved in providing services to Aragen in the language known to them and that they abide by the same. Suppliers must self-monitor and demonstrate their compliance with the Code. Compliance with the Code is required in addition to any other obligations in any agreement a Supplier may have with Aragen.

### **Reporting concerns**

Should Supplier suspect any violation of this Code, Supplier can report through [contact.scm@aragen.com](mailto:contact.scm@aragen.com) / [chandan.shirbhayye@aragen.com](mailto:chandan.shirbhayye@aragen.com)

Grievances relating to sexual harassment of the Supplier's personnel at Aragen's facilities may be raised in writing to [contact.scm@aragen.com](mailto:contact.scm@aragen.com) / [chandan.shirbhayye@aragen.com](mailto:chandan.shirbhayye@aragen.com)

All data breach and/or cyber security incidents involving Aragen or Aragen's customer data shall be reported immediately in writing to [contact.scm@aragen.com](mailto:contact.scm@aragen.com) / [chandan.shirbhayye@aragen.com](mailto:chandan.shirbhayye@aragen.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. Aragen 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. Aragen is committed to fairly assess all the issues raised and provide resolution.

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### **Sustainable Supply Chain policy:**

At Aragen, our new identity embodies our brand promise, Together Ahead. We are committed towards social impact and strive for sustainability across every function, including sourcing and procurement, along with our esteemed Customers. We value contribution of our Suppliers as well.

Through this policy, we intend to make our operations more responsible & sustainable driving the below actions:

### **Business ethics and legal compliance:**

- We will regularly engage & ensure adherence to mutually agreed terms and conditions with our supply chain partners including suppliers, logistics and service providers
- We will ensure tracking and resolutions of all the Grievances of our Suppliers.
- We will Strengthen all compliance and statutory requisites and ensure that all our Suppliers confirm to applicable statutory and regulatory terms.
- Embedding transparent, ethical, and fair procurement practices and providing equitable opportunity to our vendors.
- To report any violations or breaches of this policy to Aragen. The supplier and any personnel and stakeholders can report their concerns anonymously 24/7 in native language-compliance

### **Environmental & Sustainability management:**

- We drive greener initiatives in our actions and encourage our Suppliers also to reduce. Carbon footprint by optimizing logistics, using renewable energy, waste reduction and using 3 R (Reduce, Reuse and recycle), We impart training to Employees and Suppliers on Responsible and Sustainable supply chain.
- Monitor and evaluate sustainability performance of our Suppliers and identify improvement opportunities in collaborations with them
- We encourage and recognise high performance of our Suppliers on ESG parameters.