

# CODE OF CONDUCT

01.09.2024

RP-Sanjiv Goenka Group

[www.rpsg.in](http://www.rpsg.in)

<b>APPROACH AND INTERPRETATION OF THIS CODE</b>	3-4
<b>OUR WORKPLACE</b>	4
1. COMPANY VALUES	4
2. CORPORATE SOCIAL RESPONSIBILITY	4
3. DIVERSITY AND INCLUSION	5
4. AN EQUAL OPPORTUNITY WORKPLACE FREE OF DISCRIMINATION OR HARASSMENT	5
5. HEALTH AND SAFETY	5
6. HUMAN RIGHTS	5
<b>WORKPLACE RESPONSIBILITIES</b>	6
7. SUBSTANCE ABUSE/INTOXICATION	6
8. GAMBLING	6
9. POSH/SEXUAL HARASSMENT	6
10. PROVIDING INFORMATION TO THE MEDIA/PUBLIC RELATIONS	6
11. SOCIAL MEDIA USAGE RESPONSIBILITY	7
12. ACCOUNTING	7
13. EMPLOYEE PRIVACY	7
14. DRESS CODE	7
<b>ETHICAL BUSINESS ACTIVITIES</b>	7
15. PREVENTION OF CORRUPTION & BRIBERY	7
16. GIFTS, ENTERTAINMENT AND HOSPITALITY	8
17. NON-COMPETE/POST TERMINATION RESTRICTIONS	8-9
18. CONFLICT OF INTEREST	10
19. CHARITABLE CONTRIBUTIONS	10
20. RELATIONSHIP WITH FORMER EMPLOYEE	10
21. PERSONAL RELATIONSHIPS	11
22. OUTSIDE DIRECTORSHIP	11
23. FRAUD	11
<b>REGULATORY COMPLIANCES</b>	11
24. TRADING IN COMPANY SHARES - BLACK OUT PERIOD	11
25. UNDERSTANDING REGULATED TRADE RESTRICTIONS	11
26. INSIDER TRADING	11
27. WHISTLE BLOWER	11
28. MONEY LAUNDERING	12
<b>PROTECTING COMPANY ASSETS</b>	12
29. CONFIDENTIALITY AND NON-DISCLOSURE	12
30. INTELLECTUAL PROPERTY	13
31. USE OF COMPANY ASSETS FOR ILLEGAL OR UNETHICAL PURPOSES	13
32. ELECTRONIC USE AND ACCESS	14
<b>COMMITTED TO OUR CUSTOMERS AND OUR SUPPLIERS</b>	14
33. CONFIDENTIAL INFORMATION OF CLIENTS AND THIRD PARTIES	14
34. FREE AND FAIR COMPETITION	14
35. SELECTING SUPPLIERS	14
<b>GOVERNMENT AND POLITICS</b>	15
36. GOVERNMENTAL RELATIONS	15
37. POLITICAL CONTRIBUTIONS	15
<b>ENVIRONMENTAL SUSTAINABILITY</b>	15
38. OUR ENVIRONMENT	15
39. CORPORATE SUSTAINABILITY	15
<b>ADMINISTERING THE CODE</b>	15
40. CORRECTIVE ACTIONS	15
41. DISCIPLINARY ACTIONS	16

## APPROACH AND INTERPRETATION OF THIS CODE

- The RPSG Group believes that for an organisation to succeed, grow and excel, it needs to be anchored to its values and beliefs and motivate all its Employee(s) to consistently display these values and beliefs in the course of their interactions.
- This Code of Conduct (the “Code”) as articulated below, embodies the Group’s values and beliefs and endeavours to lay down guidelines for employees of the Group to follow in their day-to-day work life.
- All employees of the Group are requested to read and imbibe the Code and follow it in letter and spirit, so as to maintain the highest standards of values and belief in their conduct to achieve organisational objectives.
- The Group’s values and beliefs shall act as the guiding principle in the enumeration, interpretation and periodic review of the Code.
- The Employee(s) shall ensure compliance with the Applicable Laws and the Applicable Laws shall prevail in case of conflict or inconsistency between the provisions of this Code and Applicable Laws.
- All entities of the Group shall adopt this Code (as amended from time to time). The Joint Venture(s) will be encouraged to adopt the Code or a similar or more comprehensive code.
- The Code is an omnibus document giving a broad level guidance for the Employee(s) and should be read in conjunction with the following other policies (as amended from time to time) including those given below, for further clarity and detailing of any specific issue:
  - Appointment and Transfer Policy
  - Prevention of Sexual Harassment Policy
  - Gift and Hospitality Policy
  - Relocation Policy
  - Whistle Blower Policy
  - All policies in compliance of SEBI regulations of various listed entities of the Group
- INTERPRETATION OF THE CODE
  - The terms and conditions contained in this Code shall be in addition to the terms and conditions contained in the Letter of Appointment signed by the Employee. To the extent the terms of the Letter of Appointment signed before the date of this Code are contradictory to the terms herein, the terms hereinafter contained shall prevail.
  - Headings, sub-headings, titles, sub-titles to Clauses, sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Code hereto and shall be ignored in construing the same.
  - Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Code) for the time being in force and to all subordinate legislation, statutory instruments or orders made pursuant to such statutory provisions.
  - Words denoting the singular shall include the plural, and words denoting any gender shall include all genders.
  - Reference to days, months and years are to calendar days, calendar months and calendar years, respectively.
  - Words “directly or indirectly” mean directly, or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct or indirect” have the correlative meanings.
  - Any reference to “writing” shall include printing, typing, lithography and other means of reproducing words in visible form (including e-mail but excluding text messaging via mobile phone).
  - The words “include” and “including” are to be construed without limitation.
  - Where any obligation in this Code is expressed to be undertaken by any person, that obligation is to be construed as requiring the person concerned to exercise all rights and powers of control over the affairs of any other person, which it is able to exercise (whether directly or indirectly) in order to secure performance of the obligation.

- **DEFINITIONS**

- In this Code, the following terms shall have the meaning assigned to them herein below:
- “Applicable Law” means and includes any statutes, enactments, acts of legislature or Parliament, ordinances, rules, by-laws, regulations, circulars, notifications, guidelines, policies, directions, directives, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India;
- “Company” shall mean a company of RP Sanjiv Goenka Group.
- iii) “Employee” for the purpose of this Code only shall mean singularly all Employee(s) on regular rolls of the RP Sanjiv Goenka Group, its advisors, in-house consultants, expatriates and Employee(s) on contract and “Employee(s)” means collectively all the Employee(s); It being clarified that such definition shall under no circumstances be deemed to mean to confer or intending to confer any right, claim or cause of action to any person to make any claim for employment or otherwise against the Group by reason of such definition;
- “Group” shall mean RP Sanjiv Goenka Group and all entities commonly known as part of the RP Sanjiv Goenka, its subsidiaries, affiliates, associate(s) and their respective Joint Ventures;
- “Relative” has the meaning ascribed to in the Companies Act, 2013.
- “CHRO” shall mean Chief Human Resource Officer or other officer of equivalent rank in charge of the Human Resources Department of the respective entities of the Group.

## OUR WORKPLACE

### 1. COMPANY VALUES

Our vision and core values have been integral in creating an organisational culture that embraces diversity in all aspects and drives a constant yearning for innovation and growth. Our seven core values - Sustainability, Execution Excellence, Agility, Risk Taking, Customer First, Credibility, Humaneness, and reflect our fundamental beliefs and are the guiding principles that determine our every action.

### 2. CORPORATE SOCIAL RESPONSIBILITY

Through the values and principles inherent within the Group, we strive to positively impact the community by promoting inclusive growth in the areas of education, healthcare, community development, promoting agricultural and rural development, promoting sports and environmental sustainability etc. Along with sustained economic performance, environmental and social stewardship is also a key factor for holistic business growth. Over the period of its long existence, the Group has upheld its tradition of community service and tried to reach out to the underprivileged in order to empower their lives and provide holistic development. The Group’s focus areas are concentrated on increasing access to health, education, environment sustainability, community development and holistic development with a focus on underprivileged people living around its manufacturing units and other establishments. The CSR Policy of the various Group Companies also focuses on leveraging the full range of the Company’s resources to broaden access to the basic facilities for the underserved population.

### 3. DIVERSITY AND INCLUSION

The Group has fair, transparent and clear employee policies which promote diversity and equality, in accordance with applicable law and other provisions of this Code. These policies provide for clear terms of employment, training, development and performance management. The Group aims to provide equal access to opportunity and fairness in dealings with all employees by enabling an inclusive culture that encourages diversity.

#### 4. AN EQUAL OPPORTUNITY WORKPLACE FREE OF DISCRIMINATION OR HARASSMENT

4.1. We provide equal opportunities to all our employees and to all eligible applicants for employment in our Group. We do not discriminate on any ground, including race, caste, religion, colour, ancestry, marital status, gender, sexual orientation, age, nationality, ethnic origin, disability or any other category protected by applicable law.

4.2. Everyone in our work environment must be treated with dignity and respect. We do not tolerate any form of harassment, whether sexual, physical, verbal or psychological.

4.3. Harassment would include the following (without limiting the generality of such term):

- i) unwanted and unacceptable behaviour by an employee towards an employee or any other person connected with the workplace whether such acts take place through any means including social media and includes abuse, threat or harm
- ii) making inappropriate jokes, using foul language, circulating or displaying offensive materials
- iii) excluding/ostracizing a person from office related social activities or teamwork without just cause
- iv) any wrong reference or usage related to gender, race, religion, belief or any difference.

#### 5. HEALTH AND SAFETY

5.1. We shall strive to provide a safe, healthy and clean working environment for our employees and all those who work with us.

5.2. Threats and Physical Violence - No Employee(s) shall use threatening words, or assault or commit acts of violence or possess weapons, firearms, ammunition, explosives or incendiary devices in the workplace, on work premises or in work vehicles or elsewhere.

5.3. The following list of behaviours, while not inclusive, provides examples of conduct that is prohibited by this Code:

- i) Causing physical injury;
- ii) Making threatening remarks;
- iii) Aggressive or hostile behaviour that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- iv) Intentionally damaging employer property or property of another Employee(s);
- v) Committing acts motivated by or related to sexual harassment or domestic violence;

5.4. Employees shall ensure that their performance is not impaired, for example by lack of sleep, alcohol, or any other drugs.

5.5. Employees shall expect and encourage contractors and others with whom they work with to comply with applicable Health and Safety Standards.

5.6. Employees shall report any accident, injury, illness, or unsafe condition immediately.

#### 6. HUMAN RIGHTS

6.1. We seek to conduct our business in a manner that respects the human rights and dignity of people. We do not employ children below the permissible age of employment at our workplaces.

6.2. We do not use forced labour in any form.

## WORKPLACE RESPONSIBILITIES

### 7. SUBSTANCE ABUSE/INTOXICATION

Use of prohibited drugs and substances create genuine safety and other risks at our workplaces. The Group does not tolerate prohibited drugs and substances from being possessed, consumed or distributed at our workplaces, or in the course of work. Employees shall not report to work under the influence of alcohol, an illegal drug, or any controlled substance for which they do not have a prescription. Employees shall not use or possess illegal drugs/alcohol or allied substances while on company property, in a company vehicle, or when on company time.

### 8. GAMBLING

Employees shall not undertake any illegal activity like betting or gambling at the workplace or when on company time.

### 9. POSH/SEXUAL HARASSMENT

RPSG Group 'Prevention of Sexual Harassment (POSH) Policy' as may be amended from time to time is to be adhered and complied in letter and in spirit. The Group recognizes that sexual harassment violates fundamental rights of gender equality, right to life and liberty and right to work with human dignity.

### 10. PROVIDING INFORMATION TO THE MEDIA/PUBLIC RELATIONS

10.1. All external communication to media, stock exchanges, investors, financial community, lenders, business partners and others regarding any information relating to the Company may be done only by authorized spokespersons.

10.2. All requests for information or interviews in the media about the Group should be directed to the Corporate Communication Department, which will then co-ordinate the response after checking the accuracy and correctness.

10.3. All press releases will also be issued by the Corporate Communication Department of the Group.

10.4. Employees should not disclose or discuss even in a casual manner any information, particularly financial or performance related information about the Group with their friends or relatives or any third party. Social media, chat rooms or blogs should not be used at any time to discuss matters relating to matters or policy of the Group.

10.5. Invitation to speak at a public forum, needs the prior approval of the Employee's Manager and CHRO of the Company. No confidential or proprietary information about the Group may be used for such lectures or presentations. It is also necessary to add in any presentation or on a personal blog, a disclaimer that the views expressed are personal and do not represent the Group's viewpoint.

10.6. Employees must not make any comments or give their views to the media (whether off record or on record) pertaining to the Group. Unless an Employee receives prior approval from the Corporate Communication Department, when presenting his personal views in public or at professional, community, and other events, he may never suggest that he is speaking on behalf of the Group.

### 11. SOCIAL MEDIA USAGE RESPONSIBILITY

11.1. All Employees are expected to uphold the brand and reputation of the Group in all public forums, including on social media and other digital platforms.

11.2. Employees shall not represent the Group on any social media or public forums without prior approval of the Group or post any casual comments that may be mistaken or imply endorsement of the same by the Group.

11.3. Employees shall not share any confidential information related to the Group on public platforms including social media.

11.4. Social media/chat rooms/blogs should not be used at any time to discuss matters or policy of the Group.

11.5. Employees shall be personally responsible for the content they publish on social media.

## 12. ACCOUNTING

12.1. The Employee(s) shall use the Group's funds and other properties solely for the benefit of the Group. All disbursements must be lawful and consistent with the Group policies.

12.2. All Employee(s) shall ensure that

- i) no unrecorded fund, reserve, asset or special account shall be set up or maintained for any purpose;
- ii) no false or fictitious entries shall be made in books, records, accounts, or in communications for any reason;
- iii) no payment or transfer of funds or assets (such as tangible and intangible) shall be made for any purpose other than what is specifically authorized.

12.3. The Employee(s) shall be responsible for accurate and timely record keeping for all company assets, liabilities, revenues and expenses in compliance with accepted accounting rules and controls and all books, records and documents must accurately and completely describe the transactions.

## 13. EMPLOYEE PRIVACY

Employees must take appropriate steps to protect confidential personal employee information, including identification numbers, passwords, bank account information, and medical information. Another employee's personal information should never be accessed or obtained except in the course of work and for a legitimate purpose.

## 14. DRESS CODE

The Group expects its Employee(s) to follow a dress code which helps them to work comfortably at the workplace and at the same time project a professional image for its customers, potential Employee(s) and the community. Hence, it is essential that all Employee(s) of the Group take pride in their appearance and maintain proper dress code and general appearance (as may be notified by the concerned Department/Company/ Group from time to time) during office hours. Employee(s) are expected to dress neatly and in a manner consistent with the nature of the work performed.

## ETHICAL BUSINESS ACTIVITIES

### 15. PREVENTION OF CORRUPTION & BRIBERY

15.1. The Group does not tolerate bribery or corruption in any form, and enforces strict policies which apply to all employees regardless of the country in which the Employee may be located or travel on work.

15.2. Bribe/bribery means the giving, offering, promising, requesting, agreeing to receive or, receipt or acceptance either directly or indirectly any advantage. It may be financial and includes any payment, gift, loan, fee, or reward, to or from any person in order to illegally or improperly influence a decision in favour of the giver.

15.3. Examples of bribes include: money or cash equivalent; unreasonable or extravagant gifts (in excess of value of Rs. 1,000/-), entertainment or hospitality; kickbacks; unwarranted allowances or expenses; uncompensated use of Company services or facilities; anything else of value; or an advantage (whether financial or otherwise).

15.4. Corrupt/corruption means the misuse or abuse of office or power for personal gain. It means giving or accepting any undue benefit in cash, kind or any form of benefit by or to a public servant/government official at national, state or local level including government companies and public sector enterprises or employees, relatives or friends to gain a benefit that may include approvals, licenses, or permits or anything related thereto.

15.5. Employees either directly or indirectly are not permitted under any circumstance to offer or receive bribes in any form or any other manner to any person/organisation or practise corruption in any form whatsoever.

15.6. Acceptance of a bribe as aforesaid by an Employee, will give rise to a presumption that such acceptance and corrupt practice has resulted in wrongful loss to the Company and wrongful gain to the Employee.

## 16. GIFTS, ENTERTAINMENT AND HOSPITALITY

16.1. Except in connection with and specifically pursuant to programs officially authorized by applicable policies of the Group, no Employee(s) shall accept, directly or indirectly take any money, objects of value, or favours or discounts from any person or company that has or is doing or seeking business with the Group.

16.2. All Employee(s) must disclose authorized transactions of this nature to their reporting authority.

16.3. No Employee(s) shall directly or indirectly give or promise to give or offer any illegal or improper payment, or gratification, or comparable benefits in any form, to or for the benefit of any person including any public servant in consideration for or as a reward to obtain undue favour or business advantage for the Group, which are not in conformity with this Code and the extant Applicable Laws.

16.4. Business gifts and hospitality are sometimes used in the normal course of business activity. Therefore, gifts and hospitality may be given or received, only if the same are of modest value of Rs. 1,000/- and below, appropriate and in compliance with the Group's Gifts and Hospitality Policy.

16.5. The Employee(s) shall avoid all gifts or hospitality that might impact the impartiality and objectivity of any decision that an Employee(s) may make in the interest of the Group.

16.6. A detailed Gifts & Hospitality Policy has been laid down which the Employees are required to adhere to in addition to compliance with this Code.

## 17. NON-COMPETE/POST TERMINATION RESTRICTIONS

17.1. In addition to and not in derogation of any term, condition or covenant contained in individual agreements and contracts between individual Employees and their respective employers, after termination, the Employee will be bound by the following terms:

The following words and expressions shall have the respective meanings in this section:

- i) "Capacity" includes personally, by an agent, whether directly or indirectly, whether on the account of the Employee or on behalf of any other individual, firm, company or other organisation and whether as employee, consultant, agent, shareholder, partner, principal or otherwise.
- ii) "Competitor" will include –
  - a. any person or organisation engaging in presently or at any time in future or is connected in a business relation with someone who engages in or is in the course of engaging in any of the business activities undertaken by the Group;
- iii) "Other Employee" means an employee of the Group or any other company in the Group as at the Termination Date being of senior management level and above with whom the Employee had personal dealings in the Relevant Period.
- iv) "Group" shall collectively include the RPSG Group, all its entities, all its Companies, its subsidiaries, holding companies, affiliates.
- v) "Period of Restraint" means the employment period and 18 months immediately following the Termination.
- vi) "Relevant Period" means the period of 12 months immediately preceding the Termination Date.
- vii) "Termination" means termination of employment with the Company due to resignation or termination by either party or any other reason whatsoever
- viii) "Termination Date" means the date of Termination of your employment with the Company.



17.2. During the Period of Restraint, the Employee shall not in any Capacity:

- i) Engage or be interested or concerned in any businesses within India or outside India, of a Competitor or which is or is about to be in competition with any of the businesses of the Company or of any other company in the Group being carried on at the Termination Date and in which the Employee was directly concerned or connected with at any time during the Relevant Period except by holding or being interested in not more than five per cent of the total issued share capital in any such company.
- ii) Compete with the Company or any other company in the Group or canvas or solicit or seek to entice away from the Company or any other company in the Group (i) any contract of the Company or (ii) any of its men and agents or employees.
- iii) Entice or endeavour to entice away from the Company or from any other company in the Group any Other Employee.
- iv) Employ or engage on a self-employed basis any Other Employee of the Company or Group.
- v) Interfere with or seek to interfere with the continuance of the supply of any goods or services to the Company or any other company in the Group or the terms of such supply.

17.3. Whilst the covenants set out in clause 17 herein are considered reasonable by the Employee and the Company, it is agreed that if any such restriction shall be found to be void but would be valid if some part thereof were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.

17.4. Since the Employee is likely to have access to Confidential Information in relation to various entities in the Group (not limited to any entity in which he is an employee) and to gain personal knowledge of and influence over clients and customers of other entities in the Group, the Employee hereby acknowledges that the Company is entering into these covenants with the Employee as an agent and trustee for each other and all other entities in the Group and agree that at the request and expense of the Company the Employee will enter into a direct agreement or undertaking with any such entity in the Group whereby the Employee will accept restrictions and provisions corresponding with the restrictions and provisions contained in clauses 17.2 above (or such of them as may be requested) for the benefit of such entity.

17.5. Without prejudice to the right of the Company to obtain an interim injunction, restraining order or such other equitable relief to restrain the Employee from committing any violation of the covenants and obligations contained in this Agreement, in the event of non-performance, non-fulfillment or non-compliance of his obligations of non-compete, the Employee shall, on demand, pay to the Company a sum of equivalent to 2 times of the last prevailing financial compensation of the Employee, by way of liquidated damages being the genuine pre-estimated damages suffered by the Company for investing significant Company resources in training the Employee, and the Company shall be entitled to deduct the said amount from any amount payable by the Company to the Employee on account of full and final settlement or otherwise.

## 18. CONFLICT OF INTEREST

18.1. Employees must avoid any relationships or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their duties. Examples of conflict of interest which all Employees ought to avoid:

- i) Holding financial interest directly or indirectly, including through close relatives in:
  - a. A company to which business is given.
  - b. In a company in which the Employee is involved in making a buy-out decision, or
- ii) Directing business to a supplier managed by a relative or close friend, or
- iii) Soliciting subcontractors and vendors for donation/advertisements to a charity, in which the Employee is involved, or
- iv) Using company facilities for personal purposes or for spouse's/relatives' business, or
- v) Treating personal expenses/trips as business expenses/trips, or
- vi) Taking a part-time job, or
- vii) Making a promotion decision about a spouse or relative of the Employee in the Group.

18.2. Employees should not participate in the selection process in any Company related matter/ business that employs someone from their family or with whom they have or until recently had a close personal or business relationship.

18.3. Employees are expected to disclose (in the form prescribed) all relative / dependents who have employment / engaged as vendor with Group or its associate companies and details of any significant financial or strategic interest that they or a family member of theirs hold with any significant Group customer, partner or competitor.[1] All potential conflicts of interest need to be disclosed promptly in advance to pre-empt any conflict of interest arising at a future date.

18.4. Employees shall not, during office hours or beyond, or even during approved leave, whether for remuneration, honorarium or otherwise:

- i) be self-employed or employed by, consult with, own, perform services for, or aid any other company or organisation (including a charitable organisation) other than the Group, or
- ii) be engaged with an organisation that provides services to the Company, or
- iii) undertake public speaking, and publications without prior approval of the CHRO of the Company, or
- iv) seek public office or perform public service

## 19. CHARITABLE CONTRIBUTIONS

Although Employee(s) are encouraged to be socially responsible and politically active, Employee(s) may not contribute the Group's funds or assets to any charitable institution or similar institution, unless such contribution is expressly permitted by the Applicable Law and has been pre-approved by the appropriate, authorized representative of the Group.

## 20. RELATIONSHIP WITH FORMER EMPLOYEE

20.1. Rehiring of former employees or engaging a former employee/spouse as an independent contractor or a contract worker, whether engaged through a staffing company or other third-party vendor, is not allowed unless the former employee has been separated from the Group for 12 months. Exceptions can be made in special circumstances but requires prior permission of the CHRO of the concerned Company. Rehiring of a former employee in the post of Vice President and above, requires prior approval of President-Group HR.

20.2. Employees shall not purchase products or services for the Group from a former employee unless the former employee has been separated from the Group for six months.

## 21. PERSONAL RELATIONSHIPS

We respect the privacy of our employees but recognize that personal relationships may interfere with work. Employees may not have an intimate relationship with another employee if they have any influence over the other employee's salary or career path. If such a relationship exists, it must be reported to management.

## 22. OUTSIDE DIRECTORSHIP

Employees are not permitted to serve as a director, partner, sole proprietor or any other equivalent position of any company, firm or business entity, without the prior written approval of the CHRO of the concerned Company.

## 23. FRAUD

Fraud, by act or conduct is deliberate concealment of what ought to have been disclosed or misrepresentation of a fact to deceive or cheat to obtain an advantage or cause loss or damage to the Company. Employees shall :

- i) Be honest in all their dealings with the Company and Business Associates.
- ii) They are prohibited from wilfully providing incorrect information or concealing relevant data;
- iii) Report promptly any instance of fraud or threat of fraud to their direct reporting Manager;
- iv) Not appropriate Company property, funds or any item of value that belongs to the Company nor claim reimbursements that they are not entitled;
- v) Not alter or forge cheques, financial records or Company data.

## REGULATORY COMPLIANCES

### 24. TRADING IN COMPANY SHARES - BLACK OUT PERIOD

The listed entities of the Group impose a trading black out period each quarter and for a defined period during a specific event. During such black out period designated persons as per respective Prohibition of Insider Trading Regulations are prohibited from trading in the Company securities. For all Employees, trading at any time above a particular threshold, prior approval of the corporate secretarial department is necessary and beyond a specified threshold limit, reporting to the Company and the stock exchange is also required. These restrictions are in addition to the relevant policies prescribed by the Group and its different listed entities from time to time. The Employee will be bound by the policies of not only the entity which employs him but also by any other listed entity of the Group to the extent the same applies to the Employee.

### 25. UNDERSTANDING REGULATED TRADE RESTRICTIONS

The Employee shall comply with all relevant export controls or trade sanctions in the course of the Company's business. Every Employee(s) shall, in their business conduct, comply with all Applicable Laws, both in letter and spirit, in all the areas in which the Company operates. In case any sanctions are imposed by the country where the Company operates, the Company will abide by such sanctions and not to trade/ do business with the sanctioned countries, either directly or indirectly. If there are any trade boycotts or sanctions that become applicable on the company, then Employee(s) will ensure full compliance of the same.

### 26. INSIDER TRADING

All Employee(s) who are covered by the Insider Trading Regulations (as applicable) shall adhere to the provisions of those regulations while dealing in securities of any of the Listed Entities of the Group.

### 27. WHISTLE BLOWER

The Group provides a platform for its Employee(s) to disclose information internally, which the Employee(s) believes shows serious malpractice, impropriety, abuse or wrongdoing within the Group without fear of reprisal or victimization. The RPSG Group Whistleblower Policy shall be applicable for all Employees of the Group. Reports can be sent to [corporate.whistleblower@rpsg.in](mailto:corporate.whistleblower@rpsg.in).

## 28. MONEY LAUNDERING

The Group and all Employees shall comply with applicable law or regulation concerning anti money laundering or the prevention thereof, including applicable anti-corruption laws, anti-money laundering and anti-terrorism in all jurisdictions in which the relevant Group entity is incorporated, organised or domiciled or conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency. All Group entities and Employees shall not deal with any countries which are classified as high risk or sanctioned countries under applicable the anti-money laundering laws.

## PROTECTING COMPANY ASSETS

### 29. CONFIDENTIALITY AND NON-DISCLOSURE

29.1. In the course of employment with the Company, the Employee may receive or be made privy to confidential and proprietary information including information relating to the Company Affairs and that of its affiliate entities on its business processes, investments, contractors, vendors, trade secrets, commercial data, potential joint venture deals being negotiated by the Group, new product introductions, manufacturing process and recipe of products, tax planning measures, financial information of the Group and other matters that are not publicly available (hereinafter referred to as "Confidential Information").

29.2. For the purpose of this employment, "Company Affairs" means the business, finances or affairs of the Company or its affiliates being part of the Group to which the Company belongs. including, without limitation, any information relating to [commercial data, services, operations, processes, plans, suppliers, distributors, customers, clients, service receipts or agents, Intellectual Property].

29.3. The Employee shall keep confidential and not use Confidential Information and Intellectual Property for his own purposes nor disclose to any third party (except as required by your employment by the Company) any Confidential Information which he may create, receive, access or obtain during the term of employment by the Company (whether in writing, verbally or by other means and whether directly or indirectly).

29.4. In the event of any query, clarification or explanation sought by any statutory authority or government official or judicial authority, the Employee may after taking prior approval of either the Chief Executive Officer or Managing Director or President of the Company, part with any Confidential Information.

29.5. During the term of employment and thereafter without any limitation in time, the Employee shall not disclose to any third party any of the Confidential Information of the Company or any affiliated company which have been entrusted or otherwise become known to the Employee, and will not utilize such Confidential Information for himself.

29.6. The Employee assumes full personal liability for the utilization of assets, including but not limited to computers, laptops, mobile devices, data cards, etc. provided by the Company. The Company shall not assume any responsibility or liability for the usage of said assets. The Employee hereby acknowledges and agrees to utilize such assets strictly in accordance with the Company's policies. The Employee further agrees to indemnify and hold the Company completely harmless, taking all necessary actions, from any claims, actions, or proceedings arising from or relating to the utilization of said assets.

29.7. The confidentiality obligations herein shall survive the termination or expiry of the Employee's employment with the Company.

29.8. The provisions of clause 26 shall not apply to any information which:

- i) is available in or enters the public domain other than as a result of the Employee's employment; or
- ii) the Employee is required to disclose by law, to the extent of such requirement.

### 30. INTELLECTUAL PROPERTY

30.1. The Employee(s) shall ensure protection of all Intellectual Property of the Group. In this context, "Intellectual Property" means designs, drawings, formulae, charts, methodologies, inventions, or any other data/information belonging to the Group or have been developed/ created by Employee(s) in course of their employment in the Group and include copyrights, trademarks, patents, and trade secrets, original software applications.

30.2. The Employee(s) shall while dealing with external agencies ensure that Intellectual Property, or any other data/information belonging to the Group is not misused by such agencies.

30.3. The Employee(s) must respect and safeguard the intellectual property rights of others (vendors, concessionaires and other stakeholders) by not misusing their assets, intellectual property, or trade secrets, including the copying or downloading of unauthorized software, trademarks, copyrighted material or logos.

30.4. The Employee(s) shall not make unauthorized copies of computer software programs or use unlicensed personal software on official computers.

30.5. The Employee(s) shall not misuse such intellectual property and data that comes into their possession and shall not share it with anyone, except in accordance with applicable Group policies or laws.

30.6. All Employee(s) shall promptly report to the concerned department any loss, theft or destruction of confidential information or Intellectual Property and data of the Group or that of any third party.

30.7. In the course of their employment, Employees may develop or create new designs, inventions, systems or processes, products or documents or any other Intellectual Property. When these developments/creations have been made as a direct result of a Employee's employment with the Group and through use of the Group's resources, the right, title and interest in the Intellectual Property belongs to the Group. Moreover, the Group is free to use this Intellectual Property as it so wishes and Employees cannot use nor divulge, publish or otherwise disseminate it. Upon request, Employees shall promptly and without any claim, demur or demand, execute documents if considered necessary by the Group, to confirm or complete the assignment of rights to the Group.

### 31. USE OF COMPANY ASSETS FOR ILLEGAL OR UNETHICAL PURPOSES

31.1. The Employees shall use all company assets, tangible and intangible, including computer and communication equipment, for the purpose for which they are provided and in order to conduct the Company's business. Such assets shall not be misused.

31.2. The Employee(s) shall avoid any improper, unauthorized or unlicensed use of property or resources for non-business-related reasons or purposes including improper use of systems and timekeeping.

31.3. The use of Company assets for individual profit or any unlawful, unauthorized personal or unethical purpose is prohibited. The Company's information technology, intellectual property (e.g., copyrights, patents, and trademarks), facilities, equipment, machines, software, and cash may be used for business purposes only, including responsible and accurate expense reimbursement, and in accordance with applicable policies.

31.4. On cessation of employment for any reason, all Company assets must be returned promptly and in good condition except for normal wear and tear.

## 32. ELECTRONIC USE AND ACCESS

32.1. Only legally authorized/ licensed software may be loaded and used on machines. Passwords may not be shared nor confidential Company data sent to any outside party without authorization.

32.2. The Company reserves the right to monitor, track and peruse all data and mails on all Company assets.

32.3. Copyrighted materials (e.g. books, music, software, magazines) should not be reproduced, distributed, or altered without permission of the copyright owner or an authorized person. Software used in connection with company business should be properly licensed and used only in accordance with that license. Using unlicensed software could constitute copyright infringement and may be grounds for disciplinary action.

## COMMITTED TO OUR CUSTOMERS AND OUR SUPPLIERS

### 33. CONFIDENTIAL INFORMATION OF CLIENTS AND THIRD PARTIES

During the course of employment, employees may come across Confidential Information of the Group's suppliers or business partners. Whoever has access to such assets or confidential information must act in accordance with the employment contract, the contract with the applicable supplier or business partner, relevant laws including data privacy regulations as well as the policies and rules within the Group.

### 34. FREE AND FAIR COMPETITION

Employees shall not enter into any activity constituting anti-competitive behaviour such as abuse of market dominance, collusion, participation in cartels or inappropriate exchange of information with competitors. The employees of the company shall not directly deal with, contact or engage with competitors that may create a potential conflict with the provisions of competition law. They must also take care not to share or part with company specific information in an industry forum or enter into agreements with competitors on any matter unless they have consulted with the legal department in advance. Additionally, employees must not enter into agreements that may be construed as abuse of dominance or restrictive trade practices such as price fixation, exclusive tie in arrangements, limiting the supply of goods or services, collusive bid rigging or predatory pricing.

### 35. SELECTING SUPPLIERS

35.1. We shall select our suppliers and service providers fairly and transparently.

35.2. We seek to work with suppliers and service providers who can demonstrate that they share similar values. We expect them to adopt ethical standards comparable to our own.

35.3. Our suppliers and service providers shall represent our company only with duly authorised written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.

35.4. Employees shall ensure that any gifts or hospitality received from, or given to, our suppliers or service providers comply with our company's gifts and hospitality policy.

35.5. We respect our obligations on the use of third-party intellectual property and data.

## GOVERNMENT AND POLITICS

### 36. GOVERNMENTAL RELATIONS

- 36.1. Employees engaged in working with government agencies like regulators, taxation officials, local authorities and such are required to build relationship of trust based on transparency and fairness at all levels.
- 36.2. Contact or engage with the relevant government agency only if authorized to do so on behalf of the Company;
- 36.3. Co-operate fully with authorized officials for any investigation or inquiry;
- 36.4. Do not attempt to unduly influence the actions of the public servant/s or break any Government rule or policy.

### 37. POLITICAL CONTRIBUTIONS

- 37.1. The Company respects the right of every employee to have political and religious beliefs and affiliations that are legal and permitted by law. However, all political and religious issues are personal in nature and cannot be done in Company time, on Company premises or involve colleagues.
- 37.2. Employee(s) shall not solicit contributions for any religious or political activity or conduct any such activity in the office premises or use Company's time, money or resources to support or encourage political activities;
- 37.3. All personal political contributions and activities must be kept separate from the Company. If employees make a political or religious or charitable contribution, they may not refer to their employment or use the Company's assets, including its name, in connection with their contributions.

## ENVIRONMENTAL SUSTAINABILITY

### 38. OUR ENVIRONMENT

We will endeavour to offset the effect of climate change in all spheres of its activities. In the production and sale of our products and services, we will strive for environmental sustainability and comply with all applicable laws and regulations. We seek to prevent the wasteful use of natural resources and are committed to improving the environment, particularly with regard to the emission of greenhouse gases, consumption of water and energy, and the management of waste and hazardous materials.

### 39. CORPORATE SUSTAINABILITY

Corporate sustainability begins with the Group's value system and a principles-based approach to doing business. The Group is committed towards Environmental, Social and Governance ("ESG") agenda to contribute to the global efforts to combat climate change and ensure inclusive growth. All employees and business associates are required to read and understand all ESG led policies, processes, initiatives and targets of the Group and contribute towards achievement of the same. While doing so, employees must respect all national and international laws, regulations, and guidelines.

## ADMINISTERING THE CODE

### 40. CORRECTIVE ACTIONS

- 40.1. Corrective action may be required even if an employee reports a potential conflict of interest. There need only be realistic possibility of injury to RP-Sanjiv Goenka Group for a manager to consider taking corrective action. If situation could impair an employee's judgment or performance of company duties, damage the Group's reputation, or result in a direct financial loss to the Group, steps should then be taken to correct the situation.
- 40.2. While the Code has attempted to cover a number of areas, it cannot be comprehensive. Whenever any conflicts are perceived, the Ethics Committee of the Company may be approached before taking any decision, in such cases.

40.3. Any breach of ethics or any anonymous letters should be referred to President - Corporate HR at s.bhattacharya@rpsg.in, for further action.

#### 41. DISCIPLINARY ACTIONS

41.1. All Employee(s) covered under this Code are required to adhere to the principles and rules laid down in this Code. Failure to do so will attract appropriate action including disciplinary action as per this clause, against the Employee(s) who is found to violate these principles.

41.2. Disciplinary action may include immediate separation of employment or any other action as deemed fit at the Group's sole discretion. The Group or entities of the Group shall be entitled to recover any loss suffered by it due to violation of the provisions of this Code by any Employee(s).

41.3. For infringement of Intellectual Property, the Group may withhold the clearance letter of an existing Employee(s) and issue the same only after settlement or imposition of appropriate penalty. Employee(s) are also be liable for penal action as per the applicable law(s).

41.4. Disciplinary Proceedings against the delinquent Employee(s) shall be conducted in accordance with the principles of natural justice.