



TRANSINDIA REAL ESTATE LIMITED

(Formerly known as Transindia Realty & Logistics Parks Limited)

CIN: L61200MH2021PLC372756

Registered Office: 6th Floor, B-Wing, Allcargo House, CST Road, Kalina, Santacruz (E), Mumbai - 400098

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SUPLLIER CODE OF CONDUCT

Purpose and Scope:

The Supplier Code of Conduct (SCC) is a document which covers the understanding of the Transindia Real Estate Limited & its Group Companies ("ALLCARGO GROUP's") with its Suppliers of Goods and Services. The purpose of the SCC is to outline ALLCARGO GROUP's expectations from the registered Suppliers with whom it does business. This Code of Conduct defines the basic requirements placed on the suppliers and third-party intermediaries of Allcargo Group concerning their responsibilities towards their stakeholders and the environment. The SCC document is based upon ALLCARGO GROUP's values of **Entrepreneurship with a Purpose, Customer Centricity, Innovation and Execution, Collaboration, Care for Environment and Society.**

ALLCARGO GROUP expects that the Suppliers should strive to meet the industry best practices and principles on the Code of Conduct. The SCC is dynamic, and Suppliers are encouraged to continually improve their workplace conditions.

ALLCARGO GROUP expects that this SCC is adhered to and communicated to its Suppliers and their employees, parent companies, subsidiary or affiliate entities, and subcontractors, in their local language and in a manner that is understood by all. All Suppliers are expected to adhere to the standards mentioned herein and fully comply with applicable laws, rules and regulations and adhere to environmental, social and governance standards.

Definitions:

- Allcargo Group:** Allcargo Group includes Allcargo Terminals Limited (holding company incorporated under the Companies Act, 2013 of India with its registered office at 4th Floor, A Wing, Allcargo House, CST Road, Kalina, Santacruz (E), Mumbai 400 098) and its Affiliates, where Affiliate means i) any other entity that directly or indirectly is controlling, controlled by or under common control with Allcargo. And Control means having the right, through the ownership of voting securities or otherwise, to elect the management and otherwise to direct the policies of Allcargo.
- Supplier:** Supplier (collectively referred as "Suppliers") means any individuals, businesses (including its affiliates and subsidiaries) that are paid consideration for the supply of any goods or services to any part of "ALLCARGO GROUP businesses and companies" and includes all persons employed by Supplier be they permanent, temporary, working under Contract or instructions from the Supplier and whether full-time or part-time.

Supplier Code of Conduct:

1. People

ALLCARGO GROUP is committed to creating and supporting a culture and work environment in which people have equal opportunities to do their best work.

- 1.1. Harassment or Asexual Treatment:** ALLCARGO GROUP expects its Suppliers to create and maintain an environment that treats all employees with dignity and respect and refuse to tolerate any harassment or inhumane treatment including but not limited to mental cruelty, violence, sexual exploitation or corporal punishment of any kind.
- 1.2. Discrimination:** ALLCARGO GROUP expects its Suppliers to ensure equal opportunity to all and treatment in respect of employment and occupation without discrimination on grounds of race, caste, colour, ethnicity, ancestry, marital status, nationality, sexual orientation, age, disability, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a Contract takes place.
- 1.3. Compensation, Working Hours and Conditions of Work:** ALLCARGO GROUP expects its Suppliers to comply with all relevant local and national laws and regulations with regards to wages, compensation, working hours and conditions of work and these should meet local industry standard for business of the same character.
- 1.4. Health and Safety:** ALLCARGO GROUP expects its Suppliers to comply with all relevant local and national laws and regulations regarding occupational health and safety and the provision of health-related benefits to employees. ALLCARGO GROUP expects its Suppliers to ensure, so far as is reasonably practicable, that:
 - (a) adequate protective clothing, protective equipment and safety devices are provided to prevent any kind of accidents and avoid the risk of accidents or of adverse effects to health.
 - (b) the workplaces, machinery, equipment and processes under their control are safe to work and handle.
 - (c) appropriate measures of protection are made available to handle chemical, physical and biological substances; and
 - (d) well illuminated and ventilated work environment, safe drinking water and access to clean toilets and restrooms are provided.

1.5. Forced or Compulsory Labour: ALLCARGO GROUP expects its Suppliers to prohibit forced or compulsory labour in all its forms including but not limited to forced prison labour, bonded labour, slave labour or any form of human trafficking.

1.6. Child Labour: ALLCARGO GROUP expects its Suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a Contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstance in which it is carried out, is likely to harm the health, safety or morals of such persons.

2. Environment

ALLCARGO GROUP is committed to environmental conservation and expect its Suppliers to do so and follow best practices to minimize adverse environmental impacts while doing business. ALLCARGO GROUP expects its Suppliers to ensure following,

- (a) Supplier are expected to act in accordance with the applicable statutory and international standards regarding the environment.
- (b) Suppliers should focus on minimizing environmental pollution and make continuous improvements in environmental protection. All environmental permits, approvals and registrations to be obtained and maintained and produced as and when required.
- (c) Suppliers should develop and promote or adopt environment-friendly technologies to protect the environment.
- (d) Supplier should develop and implement effective environmental management systems that helps to identify risks, measure and monitor performance, and drive continual improvements to mitigate or minimise environmental impacts from its operations.

3. Community

ALLCARGO GROUP *aims to make a net positive contribution to our communities and societies and betterment of the mankind.*

3.1. Community Engagement & Development: ALLCARGO GROUP expects its Suppliers to commit to contribute to the local communities which the Supplier impacts and to support their sustainable development.

4. Corporate Governance, Business Conduct and Ethics

ALLCARGO GROUP regards good corporate governance as being of critical importance to all its stakeholders and strives to ensure that ALLCARGO GROUP meets high standards of governance across its operations.

- 4.1. Corruption, Bribery and Money Laundering:** ALLCARGO GROUP expects its Suppliers to adhere to the highest standards of moral and ethical conduct, to respect applicable laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, bribery, money laundering, prohibited trade and business practices. Any violation may attract appropriate disciplinary action against the concerned Supplier.
- 4.2. Gifts, Donations and Hospitality:** ALLCARGO GROUP expects its Suppliers not to involve into the activities of offering gift, donations or hospitality including but not limited to invitation to sports or cultural events, holiday offers or other recreational trips, transportation, or invitations to lunches or dinners, free goods or services; either directly or through its employees, agents or representatives to facilitate the business with ALLCARGO GROUP.
- 4.3. Conflict of Interest:** ALLCARGO GROUP expects its Suppliers to avoid and disclose to ALLCARGO GROUP any situation that may appear as a conflict of interest and disclose to ALLCARGO GROUP if any of its official is having family or business relationship with an official or employee of ALLCARGO GROUP who can influence the performance, in whole or in part, of a Contract.
- 4.4. Post-employment restrictions:** ALLCARGO GROUP expects its Suppliers to refrain from offering employment to any present or past employees or officials of ALLCARGO GROUP for a period of one year following separation from service. This clause does not apply where an employee seeks employment in response to an advertisement placed into the public domain for that position.
- 4.5. Protection of technology, information, assets and intellectual property:** The secure use and distribution of information, data, technology, assets and intellectual property in the workplace is critical to ALLCARGO GROUP's and Supplier's success in a competitive marketplace. Assets include tangible assets such as equipment and vehicles, systems, facilities, materials, and resources as well as intangible assets such as Intellectual Property Rights, Processes, Know how & Technology, proprietary information etc. Both parties must maintain physical and electronic security for all technology, information, assets and intellectual property.
- 4.6. Accounting and Reporting:** Suppliers shall ensure that their accounting and financial records meet the highest standards of accuracy and completeness. All financial transactions shall be reported in accordance with generally accepted accounting practices, and the accounting records shall show the nature of all transactions in a correct and non-misleading manner.

- 4.7. Confidentiality:** Suppliers shall not use or disclose confidential information of ALLCARGO GROUP acquired under Contract by itself or its employees, affiliates, subcontractors (“Representatives”) to any third party. The confidential information also extends to any employee data, personal data or third-party information as shared by ALLCARGO GROUP. If confidential information is to be discussed or exchanged between ALLCARGO GROUP and the Supplier, or the Supplier and its Representative, the Parties must first sign a Confidentiality or Non-Disclosure Agreement and comply with it. The Suppliers shall take appropriate measures by instruction prior to disclosure to such employees, affiliates, subcontractors to assure against unauthorized use or disclosure. The Suppliers agree to notify the ALLCARGO GROUP promptly if it learns of any use or disclosure of the ALLCARGO GROUP’s Confidential Information in violation of this SCC.
- 4.8. Intellectual Property and technology:** The Supplier shall take appropriate steps to safeguard and not infringe any ALLCARGO GROUPS intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with ALLCARGO GROUP. The Suppliers shall not be authorized to represent ALLCARGO GROUP or to use ALLCARGO GROUP’s brands, intellectual properties without the written permission of ALLCARGO GROUP.
- 4.9. Prohibition On Insider Trading:** ALLCARGO GROUP complies with SEBI (Prohibition of Insider Trading) Regulations, 2015 and the applicable US Securities law. During the course of engagement, if the Supplier becomes aware of any Unpublished price sensitive information (“UPSI”) relating to ALLCARGO GROUP, The Supplier of ALLCARGO GROUP shall not communicate such UPSI nor trade in securities of ALLCARGO that are listed or proposed to be listed when in possession of UPSI, in violation of applicable securities laws.
- 4.10. Regulatory and Tax Law Compliances:** The Suppliers shall while conducting their business comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which they operate and also comply with applicable tax laws and regulations.
- 4.11. Sanction Law Compliances:** The Supplier shall strictly adhere to and comply with all the applicable Foreign Trade Laws, Sanction Laws including but not limited to the laws of United Nations (UN), European Union (EU) and U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”).
- 4.12. Misrepresentation:** Supplier shall not make false statements or provide misleading information regarding its products, services or performances, including safety and environmental attributes of the product or services.

4.13. Political Involvement: Supplier shall ensure that they do not give an impression of representative or being the spokesperson while getting associated with any political party or political activities in their personal capacity.

4.14. Fair Competition Practices: Suppliers shall compete fairly, ethically and within the framework of all applicable competition and anti-trust laws. They shall not exchange ALLCARGO GROUP related confidential and sensitive information with competitors, peers or customers in any way that will improperly influence the marketplace or outcome of a bidding or negotiation process.

4.15. International Trade Controls: ALLCARGO GROUP expects its Suppliers to understand and follow applicable international trade control and customs laws and regulations, including those relating to licensing, shipping and import documentation and reporting, and record retention requirements.

5. Supply Chain

ALLCARGO GROUP is committed to working in partnership with our Suppliers to realise the full value of our relationships and to positively contribute to our stakeholder communities and expects its Suppliers must adopt similar principles to those outlined in this Supplier Code of Conduct in dealing with their own Suppliers.

6. Conflict between contract and SCC

In the event of a conflict between the terms of the contract, PO or any other document executed with Suppliers and SCC, SCC shall prevail. The SCC shall be incorporated into and be considered part of the contract or document executed with Suppliers.

7. Reporting Concerns

The SCC described above is critical to the ongoing success of ALLCARGO GROUP. If you have any concerns about compliance or ethics issues while working for or with ALLCARGO GROUP or want to report illegal or unethical activities: Email – compliance.desk@transindia.co.in.

All matters raised in good faith through these reporting lines will be handled in a confidential, no retaliatory basis.

8. Administration of the Code

Every Supplier has an obligation to comply with this Code and with all such laws, rules and regulations applicable to ALLCARGO GROUP. This document forms an integral part of the agreement between ALLCARGO GROUP and the supplier/vendor. ALLCARGO GROUP shall provide this Code of Conduct to each supplier and vendor as a part of the agreement. Each supplier shall confirm the receipt of this Code of Conduct and commit to comply with it in letter and in spirit.

ALLCARGO GROUP reserves the right, upon reasonable notice, to check compliance with the requirements of this Code of Conduct. Failure to adherence to

this code would attract disciplinary consequences including termination of business association.

9. Corrective Action process

Suppliers shall establish and continue to operate at all times a process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.

10. Supplier Acknowledgement

We hereby confirm that we have received, read and understood the Supplier Code of Conduct of ALLCARGO GROUP. We shall meet and comply with the requirements set in SCC from time to time.

We shall also pass on the Code of Conduct to our suppliers and use our best endeavour to persuade them to comply with the principles and requirements stated therein.

We shall provide written information within reasonable period about the efforts made by and action taken by us and our suppliers to implement principles set in this SCC in the form requested by ALLCARGO GROUP.

ALLCARGO GROUP and its representatives shall be entitled during normal working hours to review and audit the compliance by us with the requirements set in this SCC. We shall create and maintain documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy. We will comply with this Code and document its relevant information and will promptly share with ALLCARGO GROUP upon its request.

Name of the Company	M/s.
Your Supplier Code with ALLCARGO GROUP	In case of multiple supplier codes, please separate it with comma
Name of Authorised Signatory	
Designation of Authorised Signatory	
Date of Signature	DD-MM-YYYY
Signature of Authorised Signatory	
Company Stamp/Seal	

Version	Effective Date	Description of changes
Version 1.0	August 29, 2023	Adoption of Policy at the Board Meeting held on August 29, 2023