



Vendor Integrity Pledge

We believe that corruption has been one of the major obstacles to economic, political and social progress of our country.

We believe that all stakeholders such as Government, citizens and private sector need to work together to eradicate corruption.

We acknowledge our responsibility to lead by example and the need to put in place safeguards, integrity frameworks and code of ethics to ensure that we are not part of any corrupt practice and we tackle instances of corruption with utmost strictness.

We realize that as an Organization, we need to lead from the front in eradicating corruption and in maintaining highest standards of integrity, transparency and good governance in all aspects of our operations.

We, therefore, pledge that:

1. ETHICS & MANAGEMENT PRACTICES

Vendors are expected to uphold standards of ethical behaviour prescribed in this Vendor COBC and to comply with all applicable laws and regulations in conducting their businesses.

In the course of conducting work for the Group, Vendors are required to demonstrate the following standards of behaviours, where applicable.

2 Avoiding Conflicts of Interests

A conflict of interest arises when there is a personal interest that could be seen to have the potential to interfere with the objectivity in performing duties or exercising judgement.

Vendors must not use their positions as well as the Group's resources and assets for their personal gain or for the advantage of those they are associated with.

Vendors shall avoid conflicts of interests when dealing with or for the Group. Vendors who find themselves in actual or potential conflict are required to disclose it to the Group by completing the Vendor Conflict of Interest (COI) Declaration Form which is available on ZENITH Corporate Website as soon as the situation arises.

a) Dealings with the Group

In the event that the Vendor is related to any of the Group's Directors or Employees or their Family Members who have any substantial financial interest

in a Vendors' business, the Vendor shall disclose such information to the party in the Group whom the Vendor is contracting with, except in

b) Dealings with a Director or an Employee of the Group

Vendors may have personal dealings with any of the Group's Directors or Employees or their Family Members. However, in such cases, Vendors shall ensure that these dealings are on an arms-length basis e.g. sales/purchases with terms which are not more favourable than those offered to the public.

c) Family Members and Close Personal Relationships

Any Vendor's Director or Staff who has a family relation or close personal relationship to the Group's Directors or Employees must disclose such relationship to the party in the Group whom the Vendor is contracting with in order to ensure that their appointment as a Vendor will not be partly or fully determined, influenced or supervised by the said Director or Employee of the Group. The Vendor shall fairly compete for any job awards based on their qualification, performance, skills, experience, pricing and other commercial offerings.

d) Support letters

Support letters are attempts to influence decision making in the Group by providing benefits or advantages to parties participating in tender exercises, projects or applications.

The Group views support letters as a form of conflict of interest and these are prohibited in our business decision-making process.

The Vendors shall consult the party in the Group whom they are contracting with for further clarification and guidance, if required.

3. Guarding Against Bribery and Corruption

The Group takes a zero-tolerance approach towards bribery and corruption. As enforced by the local authorities in the countries where Vendors operate, the consequences of bribery and corruption are severe, and may include imprisonment for individuals, unlimited fines and debarment from tendering for public contracts.

Vendors shall not influence others or be influenced, either directly or indirectly, by paying or receiving bribes or kickbacks or any other measures that are deemed unethical or will tarnish the Group's reputation.

Vendors shall comply with all applicable Anti-bribery and Corruption laws and regulations in all countries where they operate.

The Vendors shall not, either directly or indirectly, promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any individual in the Group or any other individual representing the Group, as an inducement, incentive, reward, or bonus to be selected and/or for any other purpose connected to the Group's dealings.

The Vendors shall not directly or indirectly promise, offer, grant or authorise the giving of money or anything else of value, to Public Officials, officers of private

enterprises and their Connected Persons to obtain or retain a business or an advantage in the conduct of business when carrying out the Group's dealing. These include:

- Commissions that Vendors have reason to suspect will be perceived as bribes or have reason to suspect will be used by the recipient to pay bribes or for other corrupt purposes; and
- Facilitation payments ('grease payments') which are regarded as payments to Public Officials to gain access, secure or expedite the performance of a routine function they are in any event obligated to perform. We do not allow facilitation payments to be made. Vendors must inform the party in the Group whom they are contracting with when faced with any request for a facilitation payment. If Vendors have made any payment which could possibly be misconstrued as a facilitation payment, the party in the Group whom they are contracting with must immediately be notified and the payment recorded accordingly.

In any event, Vendors who engage third parties in connection to the Services provided to or on behalf of the Group should conduct due diligence on such third parties to identify the risk of corruption. Vendors shall also promptly submit all relevant information that may be requested by the Group for these purposes.

Vendors must also refrain from any activity or behaviour that could give rise to the perception or suspicion of any corrupt conduct or the attempt thereof. Promising, offering, giving or receiving any improper advantage in order to influence the decision of the recipient or to be so influenced may not only result in contractual breach but also criminal charges.

4. Gifts and Corporate Hospitality

The Group adopts a **No Gift Policy** and prohibits any form or usage of corporate hospitality to influence business decisions.

Vendors must not offer gifts or corporate hospitality (including in the form of cash or Cash Equivalents) that is indecent or sexually oriented, or those otherwise that may put the Group in a position of conflict, with an intention to influence business decision or was otherwise intended or given with the expectation of gaining any advantage, or which may adversely affect the Group's reputation.

Vendors are required to comply with all applicable laws and regulations related to the corporate hospitality in all countries in which they operate. Any corporate hospitality offered must be legal, modest and reasonable provided that these do not become a regular feature that may influence business decision or adversely affect the Group's reputation. All corporate hospitality offered must be in line with the relevant policies and procedures of the Group and the Vendors shall consult the party in the Group whom they are contracting with for further clarification and guidance as required.

5. Donations and Sponsorships

Company donations and sponsorships are part of a commitment to society and a way of contributing to worthy causes. Unfortunately, even legitimate donations and sponsorships sometimes have the risk of creating the appearance of bribery and corruption.

In this regard, the Vendors shall not offer any donations or sponsorships to any third parties on behalf of the Group and shall avoid from having the appearance of making such donations and sponsorships.

6. Protecting Group Assets

Vendors may have access to the Group's assets in the performance of their services. Vendors are required to protect these assets against waste, loss, damage, abuse, misuse, theft, misappropriation or infringement of Intellectual Property rights and ensure these assets are used responsibly

7. Proprietary and Confidential Information

Vendors are required to protect the Group's Proprietary Information and Confidential Information. Such information shall only be used by Vendors for the purposes authorised for use by the Group. Vendors shall not communicate or disclose such information in any manner to third parties unless such communication or disclosure is authorised by the Group or in cases where such information has become publicly available.

Vendors have an obligation to continue to preserve the Proprietary Information and Confidential Information even after their contractual obligations to conduct work for the Group have been completed or have ceased to take effect, unless such disclosure is required by order of any court of competent jurisdiction or any competent judicial, governmental or regulatory authority.

8. Personal Data Protection

The Group respects the privacy and confidentiality of its Directors, Employees, Counterparties, Business Partners and Customers' personal data. Vendors are required to do the same by keeping personal data private and protected, unless access is granted for legitimate business purposes.

Vendors are required to comply with all applicable personal data protection laws in all countries which the Group operates. Appropriate measures must be taken when dealing with personal data in terms of collection, processing, disclosure, security, storage and retention.

9. Anti-Money Laundering and Counter-Financing of Terrorism Laws

Vendors are required to comply with any Anti-Money Laundering and Counter Financing of Terrorism laws in all countries in which they operate. Vendors shall not be involved in Money Laundering activities, either directly or indirectly. Such activities include colluding with any of the Group's Employees to transfer or obtain illegal funds and using their work with the Group as a cover-up for their illegal activities and Money Laundering transactions.

Other activities may include, but are not limited to the following:

Payments made in currencies that differ from invoices;

Attempts to make payment in cash or Cash Equivalent (out of normal business practice);

Payments made by third parties that are not parties to the Contract;
and

Payments to or accounts of third parties that are not parties to the Contract.

10. CONTACT US

Vendors who may have concerns about any actual or potential violations of the applicable laws and regulations including any provisions of this Vendor COBC, by any Director or Employees of the Group, anyone conducting work for the Group, or acting on behalf of the Group, shall report the matter to the Group using the following reporting channels:

CEO	:- naren.s@zenithrubber.com
HR	:- pawan.p@zenithrubber.com
EA to Chairman	: ea.ceo@zenithrubber.com