



Code of Conduct for Vendors / Business Providers:

JAY BEE INDUSTRIES (“JAY BEE”) is committed to high standards of business ethics and integrity as reflected in JAY BEE’s Code of Conduct. It is imperative to JAY BEE that all Business Providers conduct business in line with the values and principles on which JAY BEE itself operates.

“Business Provider” refers to any company, firm or individual that is doing business with JAY BEE directly or indirectly.

While Business Providers are independent entities, the business practices and actions of a Business Provider may significantly impact and/or reflect upon JAY BEE’s reputation and brand. Hence, JAY BEE expects all Business Providers to adhere to JAY BEE’s Code of Conduct (“Code”) while conducting business with and/or on behalf of JAY BEE. JAY BEE will not enter into and/or continue conducting business with the relevant Business Providers if there is no such adherence.

The Code shall serve as a guide to assist the Business Providers to live up to the JAY BEE’s high ethical business standards, and adhere to the legal and regulatory requirements, in their business relationships with JAY BEE. It is a brief guide to assist the Business Provider to adopt good and sound business practices while dealing with or providing services to JAY BEE.

Many of the areas covered in the Code are simple to understand and follow. However, for any clarification or discussion required in order to gain a common understanding, the Business Providers must contact the JAY BEE Manager they are in touch with, or the CEO / Managing Partner of JAY BEE.

JAY BEE expects its Business Providers to conduct business responsibly and with complete integrity and honesty. In order to do so Business Providers must comply with the following obligations:

1. The Code prohibits any and all forms of bribery, corruption, extortion and embezzlement (covering promising, offering, giving or accepting any bribes). All



business dealings should be transparent and must accurately reflect on the business books and records of the Business Provider.

2. The Code strictly prohibits offering or providing, directly or indirectly, anything of value, including cash, bribes, gifts, entertainment or kickbacks, to any JAY BEE employee, representative or customer, or to any government official in connection with any JAY BEE procurement, transaction or business dealing. Business providers shall not offer, invite or permit JAY BEE employees and its representatives to participate in any vendor or vendor-sponsored contest, game or promotion.
3. Notwithstanding anything stated herein, the Business Provider shall keep all information including but not limited to all business or technical information, marketing plans, financial data, specifications, drawings, sketches, models, samples, computer programs and documentation in relation to JAY BEE confidential and shall not without the prior written consent of JAY BEE, divulge such information to any other person or use such information in any manner whatsoever except as required by law, provided that JAY BEE has been given reasonable advance notice of any such requirement to disclose the information so as enable JAY BEE to object to such disclosure or to obtain or seek an appropriate remedy to prevent the disclosure or alternatively to the extent possible, use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable JAY BEE to seek protective order or other appropriate remedy.
4. Upon expiration or termination of business relationship with JAY BEE, the Business Provider will promptly return to JAY BEE, or at JAY BEE's discretion destroy, all confidential information of JAY BEE, in whole or in part, in whatever format, including any copies and certify such return and/or destruction to JAY BEE. The Business Provider confirms that its directors, officers, employees, agents, auditors, advisers and contractors are bound by confidentiality obligation which are (at minimum) identical/similar to the confidentiality obligation of the Business Provider under the agreement with JAY BEE.
5. The Business Provider agrees and understands that falsification of records or misrepresentation of conditions or practices in the vendor supply chain is unacceptable.



6. The Business Provider agrees that delivery of products and services should be as per the prescribed quality and safety standards.
7. The Business Provider shall not make any comment, or discuss the terms of its business with JAY BEE with any third party, unless agreed by JAY BEE in writing.
8. The Business Provider shall ensure privacy of personal information of everyone they do business with, including suppliers, customers, consumers and employees.
9. The Business Provider shall carry out all the business operations with care and comply with all the applicable laws and regulations including but not limited to environmental or labour laws. Perceived pressures or demands of business conditions and ignorance of law or this Code shall not be accepted as an excuse for violating this Code or applicable law.
10. Uphold all laws and regulatory requirements while conducting business with JAY BEE.
11. The Business Provider shall protect and safeguard JAY BEE's assets and property (if any) entrusted to them in connection with JAY BEE's work and business, from loss, damage, misuse, illegitimate use or theft.
12. The Business Provider shall disclose to the Office of CEO / Managing Partner, if any of their family members, relatives are in the Employment of the Company.
13. Jay BEE expects all its Business Providers to act in accordance with the highest standard of professional integrity, honesty and ethical conduct and always endeavor to adopt sound business practices, while doing work and business for/on behalf of JAY BEE.
14. The Business Provider shall not engage in any business activities or work with parties which may harm JAY BEE's reputation.



15. Business Provider shall co-operate with JAY BEE in replying to reasonable requests for seeking information by Government Agencies/ Regulator and/or third parties, and in preparing replies to Notices received from the Government Agencies / Regulator and/or third parties concerning their area of operation and business.
16. The Business Provider shall comply with all applicable laws that prohibit money laundering and which require reporting of cash and other suspicious transactions.
17. The Business Provider shall contractually secure that the Business Provider's own contractors, sub- contractors, and other third parties directly or indirectly used by the Business Provider in the provisioning of products and/or services towards JAY BEE ("Sub- contractor/Sub-contractors ") and such Sub- contractor/Sub-contractors shall accept and adhere to the requirements set out in this Code.
18. In the event that the Business Provider becomes aware of Non-conformity with the Code of Conduct within its own organization or its Sub-contractor(s) organizations, the Business Provider shall notify JAY BEE without undue delay. The Business Provider shall, if requested by JAY BEE, shall also prepare an annual compliance report which will assess the Business Provider and Sub-contractors performance and compliance with this Code. The Business Provider acknowledges that JAY BEE has the right to request and receive further information, if deemed necessary.

Business Providers can contact the Office of CEO / Managing Partner for any concern related to integrity or for lack of adherence to the prescribed Code of Conduct observed:

Office of CEO / Managing Partner

Telephone – +91 77430-06729 / +9198140-08323

E Mail: sanjeev@jaybeetransformers.com / parveen@jaybeetransformers.com

The Business Provider understands that there may be additional policies or laws specific to his job/business and it agrees to comply with the same at all times.



JAY BEE is continuously updating reviewing and updating its policies and procedures. Therefore, this Code is subject to modification. Unless otherwise specified, the modified version of this Code shall be effective from the date such modified version is given to the Business Provider.

All Business Providers are required to educate their representatives to ensure they understand and comply with the Code.

ACKNOWLEDGEMENT

The undersigned Business Provider hereby acknowledges that it has received the Code and commits to fully comply with all of its provisions. The Business Provider acknowledges that its failure to comply with the Code may result in JAY BEE terminating its business relationship with the Business Provider, allows JAY BEE to take legal action it deems necessary, and agrees not to hold JAY BEE liable for any losses or damage it may suffer as a result of such termination. The Business Provider also understands that its agreement to comply with the JAY BEE Code does not obligate JAY BEE to conduct business with the Business Provider.

SIGNATURE:

DATE:

NAME:

TITLE:

COMPANY:

COMPANY SEAL: