

Name of the Document	Code of Conduct for Business Partner
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Owners of the document	Rajendra Jadhav GM- Sales
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M.I.T.R.A. Agro Equipments Pvt. Ltd.

MITRA CODE OF CONDUCT FOR BUSINESS PARTNER

OBJECTIVE

MITRA values its reputation for conducting business in a legally compliant and ethical manner. Consistent with this commitment, MITRA wants to do business with those who share its values and culture of fair and ethical business practices. MITRA has developed this Code of Conduct for Business Partner (hereinafter referred to as the "Code") to guide its Business Partners as to how to engage in ethical, responsible and legal business practices in their operations around the world. This Code is applicable to all domestic and international Business Partners. Business Partners here refer to, dealer, distributors, resellers, service providers, vendors, traders, including their employees, agents and other representatives who have a business relationship with and provide, sell, seek to sell, any kind of goods and services offered by MITRA.

CODE OF CONDUCT:

1. ETHICAL CONDUCT

Business Partners shall conduct their business activities and deal on behalf of their company with professionalism, honesty and integrity, as well as high moral and ethical standards. Such conduct shall be fair and transparent and perceived to be as such by others.

2. REGULATORY COMPLIANCE

Business Partners 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.

3. ACCOUNTING AND REPORTING

Business Partners 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. BRIBERY, CORRUPTION AND MONEY LAUNDERING

Business Partner shall always comply with all the applicable international and local anti-bribery and anti-corruption laws. Business Partner shall not accept, facilitate or support money laundering.

5. TAX LAWS COMPLIANCE

Business Partner shall comply with the tax laws and regulations of country in which it operates. Where tax laws do not give clear guidance, prudence and transparency shall be the guiding principle.

6. MARKETING AND SALES

Business Partner shall not make false statements or provide misleading information regarding either MITRA's products or their performances, including the safety and environmental attributes of the products.

7. FAIR COMPETITION PRACTICES

Business Partner shall compete fairly, ethically and within the framework of all applicable competition and anti-trust laws. They shall not exchange MITRA 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.

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8. POLITICAL INVOLVEMENT

Business Partners shall ensure that they do not give an impression of representing or being the spokesperson of MITRA while getting associated with any political party or political activities in their personal capacity.

9. CONFLICTS OF INTEREST

The duty of all personnel of Business Partners towards MITRA demands that he or she avoids and discloses actual and potential conflicts of interest. A conflict of interest exists where the interests or benefits of one person or entity conflict or appear to conflict with the interests or benefits of MITRA. Business Partner shall, as soon as they have knowledge, voluntarily disclose all situations relating to actual or potential conflict of interest, whether arising from their equity investments in any competitor of MITRA or any of its owners having any immediate family members working in MITRA.

10. PROTECTING MITRA'S ASSETS AND MACHINERY

Business Partners shall not misuse the assets of MITRA but shall employ them only for the purpose of conducting the business for which they are duly authorized by MITRA. These include tangible assets such as equipment and machinery, systems, facilities, materials and resources including MITRA vehicles, parts and accessories as well as intangible assets such as Intellectual Property Rights, Processes, Know how & Technology, proprietary information, etc. Business Partners are responsible for safeguarding securing and protecting MITRA's assets and information technology from theft, destruction, misappropriation, wastage and abuse.

11. THIRD PARTY REPRESENTATION

Business Partners and their group companies including in turn their Business Partners shall not be authorized to represent MITRA or to use MITRA's logos, products, processes, designs, inventions, patents, copyrights, trademarks, symbols or any other intellectual properties now or hereafter owned or controlled by MITRA without the express written consent of MITRA.

12. CONFIDENTIALITY

Business Partners shall maintain physical and electronic security for all confidential information. The employees of Business Partners should use extreme care in protecting confidential or proprietary information of any kind. Face to face discussion should be conducted in a secure location. If confidential information is to be discussed or exchanged between MITRA and the Business Partner, the parties shall first ensure that a confidentiality or Non-Disclosure Agreement has been signed and is being complied with.

13. PROTECTING THE ENVIRONMENT

Business Partners shall comply with all applicable environmental/pollution control laws and regulations wherever they are based or operate.

14. PROVIDING SAFE AND HEALTHY ENVIRONMENT

Business Partner shall maintain and provide a safe and healthy work environment for all personnel that meets or exceeds applicable legal standards for occupational safety and health. Business Partners will comply with all applicable laws regarding working conditions, including worker health and safety, sanitation, fire safety, risk protection and electrical, mechanical structural and machine safety.

They shall have well-established safety procedures, preventative maintenance and protective equipment in compliance with the law. Business Partners shall have a Business Continuity Plan to minimize business impacts in the event of major disruption like flood, fire, earthquake, strikes or any riots, etc. They shall have a written Emergency Response Plan to minimize harm to the employees, local community and environment and risk of business disruption to MITRA in the event of disaster.

15. HUMAN RIGHTS, RESPECT AND DIGNITY

Business Partners shall support and respect the protection of internationally proclaimed human rights and make sure their company is not complicit in human rights abuses. Business Partners are expected to keep their workplaces free of forced labor, child labour, harassment, harsh treatment, violence, intimidation, corporal punishment, physically abusive disciplinary practices, mental or physical coercion, verbal abuse and discrimination. Business Partners are expected to respect the right to freedom of association, participation, collective bargaining and provide access to appropriate grievance redressal mechanisms which means working constructively with recognized employee representatives to promote the interests of its employees and in locations where employees are not represented by unions, providing opportunities for employee concerns to be heard.

16. NO CHILD OR FORCED LABOUR

Business Partners shall not hire any person less than 18 years of age. Business shall not use involuntary labour of any kind, including forced prison labor, debt bondage or forced labour. Additional standards include the following:

- a) Business Partner shall comply with all applicable child labour laws, including related to hiring, wages, hours worked, overtime and working condition. Vocational or developmental programs for young people required an exception of the age requirements.
- b) Business Partners shall maintain official documentation that verifies a worker's date of birth employment and training history. MITRA reserves the right to review this information whenever required.

17. EQUAL-OPPORTUNITIES EMPLOYER

Business Partners shall provide equal opportunities to all its employees and all qualified applicants for employment, without regard to their race, caste, religion, colour, ancestry, marital status, sex, age, nationality and disability. Employment of Business Partners shall be treated with dignity and in accordance with maintaining a work environment for free sexual harassment, whether physical, verbal or psychological. Business Partners shall not resort to unethical or corruption recruitment practices nor retain any identification documents.

18. WAGES AND HOURS OF WORK

Business Partners shall follow all applicable laws regarding working hours, wages and overtime pay. Workers shall be paid at least the minimum legal wage.

19. GIFTS AND DONATIONS

Business Partners shall not (directly or indirectly) offer any gift, entertainment, trip, discount, service or other benefit to any official of MITRA which would or reasonably appear to be capable of influencing such person's decision. This includes giving or receiving of value, including money, gifts or unlawful incentives to improperly influence negotiations.

20. CORPORATE CITIZENSHIP

The Business Partner's senior management personnel shall be committed to be a good corporate citizen, not only in compliance with all relevant laws and regulations, but also by actively assisting in the improvement of the quality of life of the people in the communities in which it operates, with the objective of making them self-reliant. Such social responsibility would comprise initiating and supporting initiatives in the field of community health and family welfare, vocational training, education and literacy, providing employment to physically challenged people and encouraging the application of modern scientific and managerial techniques and expertise.

21. INTERNATIONAL SANCTIONS

Business Partner shall ensure compliance with applicable sanctions regimes of the UN US, the UK and the EU.

22. COMPLIANCE WITH CODE

Business Partners are required to adhere to this Code of Conduct for Business Partners strictly. They shall promptly inform MITRA when any situation develops that causes them to operate in violation of this Code. While Business Partners are expected to self-monitor and demonstrate their compliance with this Code,

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Business Partners shall allow MITRA to audit or inspect their facilities to confirm their compliance when requested by MITRA with reasonable notice. MITRA reserves the right to take appropriate action including immediate removal of any Third Party who behaves in a manner that is unlawful or inconsistent with the Code. Additionally, Business Partners need to exercise due diligence regarding social and environmental responsibility when doing business. Business Partners are urged to have their Business Partners and affiliates conduct the same due diligence to enable compliance throughout their supply chain.

23. CODE ADHERENCE RESPONSIBILITY

Chief Executive Officers, Proprietors, Partners, Officers and Employees of all MITRA Business Partner are responsible to ensure adherence to this Code.

24. REPORTING VIOLATIONS/QUESTIONABLE BEHAVIOUR

Any Business Partners who wish to report questionable behaviour or a possible violation of this Code of Conduct or register a complaint, may do so by making a protected and confidential disclosure through the following reporting channels mentioned in MITRA:

Sr. No.	Reporting Channel	Details
1.	Contact No.	9689642917
2.	Email ID	rajendraj@mitraweb.in

MITRA reserves the right to revise the Code as and when required along with any other provisions. For any clarification on the Code, kindly contact the office of the General Manager- Operations, MITRA.

25. DECLARATION OF COMPLIANCE

Business Partner will have to provide a **onetime declaration** that they have read and understood this Code, they have not done anything during the past years which would amount to a violation of this Code and they agree to strictly abide by this Code during the tenure of their engagement with MITRA, till when this Code of Conduct will be valid unless modified by MITRA. Format for the onetime declaration is given in Annexure-I to this Code.

(Mohit Malhotra)
The Chief Executive Officer and Whole Time Director
MITRA Agro Equipment Private Limited

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ANNEXURE-I

(On letterhead of the Company/Firm)

To,
The Chief Finance Officer/DGM-Sales,
MITRA Agro Equipments Pvt. Ltd.

Sub.: Declaration of Compliance to MITRA Code of Conduct for Business Partners

I/We, the undersigned do hereby state that I/We have read and understood the MITRA Code of Conduct for Business Partners (Code) and certify that:

- I/We believe in and uphold similar values as enshrined in this Code of Conduct our business operations in an ethical manner.
- I/We follow the Code in all transactions so far as they related to or are connected to our business relationship with MITRA.
- I/We state that this declaration may be treated as our certificate of compliance to the MITRA Anti Bribery and Anti-Corruption Policy, and I/we compliance to all the items mentioned in Annexure B to the said Policy.
- I/We state that none of our business activities have been conducted in violation of the Code and I/we do not have any conflict of interest with MITRA Agro Equipments Pvt. Ltd. except the following:

Please mention short description of the violation(s). In case you have nothing to report, please mention "Nil" in this box.

Signature: _____

Name: _____

Designation of the
Authorized Signatory: _____

Date: _____

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