

**Third Party Code of Conduct**

**REDINGTON GROUP**

## **I. INTRODUCTION AND OBJECTIVE**

Redington Limited is a publicly listed company incorporated under the Companies Act, 1956 and is part of the Redington Group. Redington Group along with its subsidiaries, affiliates and associated companies operates across more than 37 countries including India, Singapore, South Asia, Middle East, Africa & Turkey and carries the business of distribution of various technology products, and providing technology related consulting and support services, as well as third party logistics and supply chain solutions and other related activities.

Redington Group shall hereinafter be referred to as Redington in this Code.

Redington recognises that its business and the way it does business has a social impact. The objective of this Third-Party Code of Conduct is to ensure that both Redington and the third parties they associate themselves with, conducts every facet of its business in an honest, ethical, sustainable manner with the highest levels of integrity keeping in view its core values as set out in this Code.

This Third-Party Code of Conduct (“Code”) sets out the standards that any Third Party doing or intending to do business with Redington is, at all times, required to adhere to in their interactions and in relation to managing their respective working conditions and business ethics in all matters while dealing with Redington.

## **II. REDINGTON’S CORE VALUES**

These Core Values stand as the principles that form the basis of Redington’s vision and mission

- Uncompromising Integrity
- Respect and Trust
- Results through Teamwork
- Customer Centricity
- Strive for Excellence

## **III. SCOPE OF THIS CODE**

This Code is applicable to all Third Parties dealing with Redington.

The term Third Party as used in this Code refers to natural persons as well as entities (proprietorships, partnerships and LLPs, private and public companies, associations, trust and any form of business entities) and includes suppliers, original equipment manufacturers (“OEM”) vendors and service providers who supply Deliverables to Redington, customers who purchase the Deliverables from Redington, Redington’s channel partners and resellers engaging with Redington for various OEMs, consultants’ intermediaries and agents that

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Redington engages for its business, their sub-contractors and others who do, or seek to do business with Redington worldwide.

It is expected that these Third Parties apply similar levels of compliance to their own ThirdParty Representatives<sup>1</sup> with whom they work. These principles form part of the selection process and are subject to continued monitoring. Where there is a pre-existing relationship with any Third Party by way of any contract or business relationship, then requirements of this Code are in addition to, and not in lieu of, any legal or contractual agreement between Redington and such Third-Party.

The Code applies to all Deliverables<sup>2</sup> that are purchased or sold by Redington.

#### **IV. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

Third Party shall comply with all applicable national laws and regulations, treaties and industry standards including but not limited to,

- Labour law including laws relating to wages and working hours
- Laws relating to Information Technology
- Data Protection
- Health Safety and Environment
- Taxation Laws
- Anti-Corruption
- Anti-Trust and Competition
- International Trade Laws

The Third Party shall maintain all records of such compliance as mandated under the applicable laws and all other relevant statutory requirements whichever requirements impose the highest standards of conduct and provide the same to Redington upon request.

#### **V. EXPORT CONTROL**

Third Party shall comply with all export control laws applicable while dealing with the Deliverables and acknowledge that the Deliverables supplied by Redington are often imported from foreign OEMs and / or vendors. As such Redington is required to comply with relevant laws of the country applicable to such Deliverables and is obligated to ensure that the

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<sup>1</sup> “Representative” means any individual who works for either Redington or Third Party, whether under a contract of employment or any other contract (written or oral) where an individual undertakes to do personally any work or services for either and includes, without limitation, the principals, officers, directors, employees and independent contractors and subcontractors.

<sup>2</sup> “Deliverables” means all products such as hardware and peripherals, software, licenses, and services including but not limited to support, implementation, migration

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purchasers of the Deliverables also comply with and adhere to such applicable laws; Third Party will additionally comply with all export control laws and regulations of the US, EU and such other country to the extent applicable to the Deliverables, including but not limited to regulations prohibiting export of goods, directly or indirectly, to embargoed or prohibited countries. In case Third Part is selling the Deliverables to the end customers, Third Party shall ensure that the end customer of the same shall not be a person or entity on the "denied persons list" or any such sanctions list prescribed for the Deliverables. Third Party will ensure that their customers are kept fully informed of the same and ensure their compliance with these requirements as well.

Third Party shall not under any circumstances use, sell or cause to sell through any third party, the Deliverables for use in dangerous, hazardous, nuclear, mass destructive and unauthorized applications within or outside India and to customers who are prevented from receiving the Deliverables under any applicable laws.

Third Party further assures that in no capacity the Third Party or its subsidiaries is engaged or associates with sanctioned countries or persons or trade companies. If in case, it does the same shall be notified to Redington immediately.

## **VI. CONFIDENTIALITY AND PUBLIC RELEASES**

From time-to-time Third Parties will be entrusted or have access to confidential information in the course of business dealings with Redington and its suppliers, vendors, customers etc. Third Parties are expected to fully understand the importance of maintaining confidentiality of such information. Publicity or sharing or unauthorized copying of such information or handling it negligently shall be strictly avoided and failure to do so may invite disciplinary action as per the applicable law and the Code. Any information that is confidential and shared with the other persons should be shared only on need-to-know basis with prior approval of Redington. These obligations remain in effect even after the engagement between Redington and Third Party is concluded for any reason whatsoever.

All Third Parties, unless authorised in writing, shall refrain from giving any public statements or making any public releases pertaining to Redington or its business, its employees, its suppliers, vendors, customers or channel partners.

## **VII. INTELLECTUAL PROPERTY**

Redington's intellectual property including intellectual property of its various OEMs, is among its most valuable assets and Redington is committed to protecting it. Intellectual Property includes but is not limited to any patents, copyrights, trademarks, designs, trade secrets, certifications, ideas, inventions, systems and business processes; brands, logos, slogans, domain names, business names, and other identifying features used to identify Redington and

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its Deliverables or solutions; software, scripts, interfaces, documentation, advertising and marketing materials, content (such as website content) and databases; and any confidential data and information as designated by Redington. Third Parties shall take all steps to protect these intellectual property rights and shall not be allowed to use (for their or for the benefit of any third party) or share such intellectual property with third parties without prior authorization from Redington. It is expected that whenever they come across any misuse or infringement of these intellectual property, Third Parties shall immediately bring the same to the notice of Redington.

## **VIII. ANTI-BRIBERY AND ANTI-CORRUPTION**

In keeping with its commitment to exercising appropriate standards of professionalism and ethical conduct in all business activities, Redington will not tolerate bribery or corruption in any form.

- Third Parties are not permitted to directly or indirectly promise, offer or provide any improper advantage to any person or entity, including officials of a government or a government-controlled entity. Redington's employees are not allowed to accept or provide any such advantage, and we expect the same approach in business dealings from Third Party.
- Third Party must disclose any personal relationships, economic interest, or other ties to their business held by an employee or contractor with Redington.
- We expect Third Parties to immediately report to Redington any concerns or information about such activities.

## **IX. GIFTS AND ENTERTAINMENT**

Third Parties shall not offer any gifts or entertainment as stated below to Redington or its customers, under any circumstances.

- Third Party shall not pay or promise to pay any commission, fee, benefit in any form to any third party acting on Redington's behalf to obtain business. Third Party shall observe the following while transaction with Redington:
- Third Party shall not offer, individual sponsorship for any activity (meal, travel etc.) for Redington's Representatives and/or their family, any personal gifts received at home or while travelling on Redington's business.
- Offering or receiving cash in return for bestowing business is strictly prohibited. In the event of any demand made by Redington or its Representatives, Third Party shall immediately notify by using the Confidential Ethics lines of Redington for appropriate investigation and closure.
- Third Parties may only offer or attend any meetings over dinner, lunch, coffee, etc. and accept symbolic gifts which are appropriate under the circumstances or culturally

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acceptable, and they are discouraged from accepting or offering gifts, meals, or entertainment if such behaviour could create the impression of improperly influencing the business relationship.

- If the Third Party is engaged in buying goods or services for or on behalf of Redington or is involved in the procurement process, then such Third Party must treat all its suppliers and their sub-contractors uniformly and fairly. In deciding among competing suppliers and / or sub-contractors, Third Party is expected to objectively and impartially weigh all facts and avoid the appearance of favouritism. For this reason, gifts or entertainment from suppliers or vendors or sub-contractors are strictly discouraged.
- Any failure to notify Redington shall result in consequences which shall include terminating the contractual relationship with the Third Party and payment of penalty which shall be three times the total value of gift or payment made by the Vendor. Third Parties are discouraged to receive or give any gifts<sup>2</sup> or entertainment<sup>3</sup>, the value of which exceeds Rs. 5,000 for India only / USD 60 only or its equivalent for other countries.

## **X. SOCIAL AND WORKING CONDITIONS**

Third Parties shall recognize and be committed to upholding the human rights of their Representatives and treat them with dignity and respect as understood by the international community. Third Parties shall respect the following standards:

- Third Parties must not, under any circumstances, use child labour as defined by ILO and United Nations Convention and/or national law, whichever is more stringent.
- Third Parties must ensure that all employees have the legal right to work, and any migrant workers should be in possession of a valid work permit issued by the relevant authority.
- Third Parties shall not permit the use of forced or involuntary labour of any type (i.e. forced, trafficked, bonded, indentured, or involuntary prison labour) and workers shall be free to leave employment without penalty on the provision of reasonable notice.
- The use of physical abuse, verbal or sexual harassment or intimidation of workers shall be prohibited by Third Parties.

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<sup>2</sup> Gifts means any item including cash, loan of money, goods or services or combination of these and including receipt of beneficial terms received directly or indirectly that are not generally available with regard to the procurement of goods or services.

<sup>3</sup> Entertainment would include any form of travel, hotel, food, drinks, or any events (participating or watching) such as sporting events, theatrical events, awards, or ceremonies anything that can be viewed as excessive in the context of the business occasion, that is prohibited by law, that is prohibited by giver's or recipient's organization and /or made to Government officials.

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- Third Parties shall respect the rights of employees to join or refrain from joining worker organisations and will allow workplace access for such organisations to facilitate their representative functions.
- Third Parties shall not discriminate in hiring, compensation, access to training, promotion, termination, or retirement on the grounds of race, caste, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, family status, pregnancy, union membership, political affiliation, disability or other legally protected class.
- Third Parties shall ensure that their employees are fairly compensated and that, at a minimum, they comply with all applicable wage and hour laws, or industry standards wages shall only be made in accordance with applicable law or under collective agreement.
- Third Parties must provide for working hours that comply with national laws and industry standards. Total worked hours shall not exceed the maximum allowable under local legislation.
- All overtime shall be voluntary and compensated in accordance with applicable laws.
- Third Parties shall not seek to avoid obligations to workers under labour or social security laws and regulations arising from the regular employment relationship.

## **XI. DATA SECURITY, PRIVACY AND AI GOVERNANCE**

### □ System And Network Access

Redington places highest priority in ensuring information security and privacy protection. Third Parties are expected to comply with applicable data protection and privacy laws and adhere to strict security guidelines, protecting it against unauthorised access or use.

Access to Redington or its customers systems and data must be restricted to only people / processes that are approved by Redington and necessary to perform the agreed-upon services. If Third Party becomes aware of its Representative attempting to access systems that they are not authorized to, Third Party will take immediate action, which may include (a) removing Third Party Representative from the premises; (b) terminating Third Party Representative's access.

When rendering services to Redington or its customers, Third Parties shall ensure that any access codes and passwords are not shared or communicated to anyone other than the individual to whom the access is assigned. Sharing of these credentials may be cause for termination of access of Third-Party Representative(s) as well as termination of services contract with Redington.

All Redington owned hardware and/or Third Party-provided hardware used by Third Parties to access Redington's systems and its or its customer's data (including via remote access) shall

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be subject to systems hardening review and vulnerability testing measures as conducted by Redington's information security teams. Redington shall be entitled to request that measures be added or configurations changed to ensure the devices meet Redington's security requirements. The foregoing requirements shall not be deemed to limit, in any way, any representations, warranties or covenants regarding IT, data security and confidentiality included in any agreement between Third Parties and Redington.

#### □ Data Privacy

Third Parties shall comply with all applicable privacy and data protection laws, information security laws and regulatory and judicial requirements regarding the collection, storage, processing, transmission, or disclosure of Redington Data<sup>4</sup> in the respective countries of operation, as well as comply with all information security standards, to secure Redington's confidential and individual personal data and prohibit its unauthorized access or use.

#### □ AI Governance

In alignment with Redington's commitment to responsible AI practices and adherence to applicable laws, Third Parties shall demonstrate compliance with AI regulations and responsible AI goals principles.

Third Parties are expected to establish robust processes for setting policies and ensuring accountability in the development and deployment of AI systems, reflecting Redington's values of fairness, transparency, and accountability.

## **XII. HEALTH AND SAFETY**

Third Parties shall provide their employees with a safe and healthy workplace in compliance with all applicable laws, regulations, and industry standards. Harassment of any employee is prohibited.

Facilities must be constructed and maintained in accordance with applicable laws and regulations and accommodation, where provided, shall be clean, safe and meet the basic needs of workers while respecting their dignity. Third Parties will also ensure that there are appropriate exits, procedures, and equipment in place to deal with emergency situations.

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<sup>4</sup> Redington Data shall be deemed to include data of its customers, vendors, channel partners (existing as well as potential)

### **XIII. ENVIRONMENT**

Third Parties recognize that environmental responsibility is integral to conducting business in an ethical manner. Third Parties shall comply with all applicable environmental laws, regulations, and industry standards, such as requirements regarding industrial wastewater treatment and discharge, air emission controls, recycling, chemical, and waste management and disposal, environmental permits and environmental reporting. Further, Third Parties shall comply with any additional environmental requirements specific to the Deliverables being provided to or by Redington as called for in design and product specifications and contract documents. Third Parties have to implement and maintain effective environmental policies to meet these requirements. In addition, Third Parties shall demonstrate they have policies and strategies to identify, prevent, mitigate and account for impacts on the environment in their own operations. This shall include without limitation: improving sustainability practices, addressing energy and water usage, reducing greenhouse gas emissions, reducing waste and especially plastics, promoting environmental responsibility and awareness, incorporating eco-conscious decisions into the development of Deliverables, and incorporating environmental considerations into investment decisions where appropriate.

### **XIV. RESPONSIBLE SOURCING OF MINERALS**

If Third party is engaged in provision of Deliverables to Redington, then they warrant that all their Products and Deliverables or parts or materials thereof supplied to Redington and related activities of supply chain are manufactured and procured in a way that upholds human rights, which includes, taking in to account the rights of indigenous peoples in extractive industries for metals and elements used in Deliverables. Redington requires its suppliers to engage in responsible sourcing practices, using verified sources where possible that are consistent with the Code.

### **XV. BUSINESS CONTINUITY**

Third party shall ensure that there are plans and procedures to resume business in the event of any physical disaster (e.g. Such as fire, flood, wind, earthquake, explosion, etc.) or work stoppage of any kind (e.g. Labor strike, economic/social structure breakdown, etc.). Subject to mutual agreement on business continuity plan by both parties, the Third party shall resume services within committed timelines following a disaster or work stoppage event.

### **XVI. COMMUNICATIONS AND IMPLEMENTATION**

Third Parties must effectively communicate to all their Representatives the content of this Code and undertake actions necessary and appropriate to assure its implementation. Third Parties shall have the appropriate processes and systems in place to do so, including means

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for the confidential reporting of concerns about misconduct or unethical behaviour and an appropriate mechanism for addressing any issues identified. Where issues are identified through internal reporting, whistle-blowers will be protected from any negative repercussions. Third Parties are expected to establish a documented system to ensure that all of their agents, subcontractors, and Third Parties comply with the requirements of this Code.

## **XVII. MONITORING / RECORD KEEPING / AUDIT**

Third Parties shall maintain documentation appropriate to demonstrate adherence to the Code, both for their own operations as well as those of their agents, subcontractors, and suppliers. Third Parties shall provide Redington with access to such documentation and other information demonstrating adherence to this Code upon Redington's request. Third Parties must conduct regular internal assessments to assure their compliance with the Code. Third Parties shall cooperate with Redington to allow the Group, or any authorised third party, to conduct audits to verify compliance with these standards or other required certifications. In the event deficiencies are identified, the Third Parties will take the steps necessary within an acceptable timeframe to correct any deficiency to Redington's satisfaction. Third Parties shall immediately report any concerns about compliance with legal requirements or any aspect of this code to Redington's Compliance team.

Where Third Parties are found to have contravened the requirements set out in this Code, Redington reserves the right to terminate any associated agreement or business relationship.

## **XVIII. CONFLICT OF INTEREST**

Third Party must disclose all potential conflicts of interest, including those in which Third Party may have been placed inadvertently due to either business or personal relationships with customers, suppliers, business associates, or competitors of Redington, or with other Redington directors or employees. Employees of Third Party may not act on behalf of Redington in any transaction or business transaction involving themselves or members of their family, or other persons or organization with which they or their family have any significant personal connection or financial interest.

Third Party hereby warrants that neither they nor any of Representatives have any financial interest in the members of Redington's board, any Key Managerial Persons (KMP) or any of their immediate relatives.

## **XIX. INSIDER TRADING**

Buying or selling securities while in possession of material non-public information that Third Party acquires by virtue of their relationship with Redington is prohibited, as is the

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communication of that information to others, whether expressly or by way of making a recommendation for the purchase or sale of such securities based upon that information.

## **XX. RELATED PARTIES**

Third Party hereby declares and warrants that, to the best of its knowledge, no director, partner, employee, associate, promoter or other relevant stakeholder of the Third Party is:

- a director, employee, or holds any position of management or influence in Redington Limited or its subsidiaries or affiliates; or
- related (as defined under Section 2(76) of the Indian Companies Act, 2013) to any director, employee, or representative of Redington

If any such relationship or interest exists, or if any director, employee, of Redington holds any position of management, control, or influence within Third Party or its affiliates, the Third Party shall:

- disclose such relationships, positions, influence or interest in writing prior to entering any dealings with Redington; and
- notify Redington in writing, as soon as may be reasonably possible, generally within forty-five (45) days, of becoming aware of any such relationships, position, influence or interests, pursuant to which the parties shall evaluate the impact of any such relationship and take such action as may be required to ensure a genuine arm's length relationship between the parties.

## **XXI. FRAUD AND INVESTIGATIONS**

Third Party undertakes to cooperate with Redington's investigators, law enforcement and regulatory agencies in the event of any investigation of wrongdoing by Third Party or others doing business with Redington. This cooperation includes reporting violations of the law and cooperating with law enforcement agencies in their prosecution efforts. Should Third Party receive any summons, show-cause, subpoenas, regulatory requests, media inquiries, or other third-party requests concerning Redington, Third Party shall promptly forward such matter to Redington, to the extent permitted by law to do so.

## **XXII. CERTIFICATION OF COMPLIANCE**

By the placing or accepting any order from Redington, Third Party thereby acknowledges and certifies its compliance with the principles and requirements of this Code.

## **XXIII. MONITORING AND DEVELOPMENT OF THE CODE**

Redington may verify a Third Party's compliance with this Code by performing audit or other assessment of its facilities, records and business process. Failure by a Third Party to comply

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with this Code, or any applicable laws and regulations, and any additional requirements set forth by the Third Party, may result in the termination of the agreement/engagement with Redington. Third Party may report suspected violations, grievances or questions with regards to this Code or any of the Redington's other relevant policies. Third Party undertakes to initiate appropriate steps to ensure that the principles of this Third-Party Code of Conduct are communicated to their Representatives and throughout their own supply chains. Third Party should also take appropriate steps to ensure that the principles of this Third-Party Code of Code are adopted and applied by their employees, suppliers, agents and contractors to the extent applicable.

Failure to comply with this Code or any other applicable law/regulations by the Third Party will give rise to Redington to immediately terminate the business association/ contract or suspend part of the services unless such breach is rectified with no cost or penalty upon Redington in any event. Whereas, Redington shall have the right to equitable remedy i.e. recovery of cost/equivalent to the loss or expense incurred by Redington due to violation or breach of this Code.

Redington will review this Code on a periodical basis and will introduce revisions where necessary or appropriate as per requirements in law or industry practices and the latest version of the Code on Redington's Web page.

#### **XXIV. REPORTING CONCERNS**

Third Parties may use the Ethics Reporting System to register a complaint under this Code. To ensure utmost confidentiality Redington has engaged the services of an independent organization specializing in Ethics Helpline services. The Ethics Reporting System has the following mechanisms to record a complaint:

- Website - using the link Integrity Matters
- E-Mail: [compliance@redingtongroup.com](mailto:compliance@redingtongroup.com) (accessible only to the Ethics Helpline Team)

It is important that Third Party reports all suspected violations, including retaliation. Retaliation includes adverse actions, harassment, or discrimination on a professional front relating to Third Party's reporting of a suspected violation. Redington will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behaviour or a possible violation of the Code of Conduct. Redington is committed to fairly assessing all the issues raised and provide resolution.

**XXV. DECLARATION**

Third Party Hereby declares and affirms that:

- It shall conduct screening of its transactions to ensure that the customers, end users, service providers etc. are not designated on any restricted or denied party
- It has anti-bribery policies including FCPA & UK bribery act, procedures or provided training to its employees to comply with the same.
- None of the directors, employees, or owners of the Third Party has or shall receive any form of gratuitous payment for any reason from any government or public sector entities for Redington's business.
- None of the directors, employees or owners of the Third Party, is associated with any political party, or is / was a candidate for political office or has any kind of relationship with any official or a candidate of a political party to exert influence over its business with Redington.
- None of the directors, employees or owners of the Third Party, has been accused, prosecuted, and / or convicted of any criminal offence or has been subject to any statutory / regulatory penalties or prosecution.
- None of the directors, employees or owners of Third Party holds an elected position in government, is an official of any government department, state owned enterprise, international institution, or government agency, including the armed forces, police or any official or employee thereof.

**XXVI. ACCEPTANCE**

We have read and understood the provisions of the Redington Third-Party Code of Conduct and in addition to our commitments set out in our agreements, if any, with Redington, we do hereby commit ourselves, to comply with the principles and requirements stated herein.

For \_\_\_\_\_(Entity Name)

Accepted by \_\_\_\_\_ Name  
of Authorized Signatory:

Title:

Date:

Place: