SUN PHARMACEUTICAL INDUSTRIES LIMITED

SUPPLIER & THIRD-PARTY CODE OF CONDUCT

Policy Versions			
Sl. No.	**Description**	**Date of Approval**	**Date of Commencement**
1.	Adoption of Policy	30th June, 2022	1st July, 2022
2.	Revised Policy	30th September, 2025	1st October, 2025

Contents

A. INTRODUCTION

Unless the context requires otherwise, the term "Sun Pharmaceutical Industries Limited" (hereinafter referred to as "**Sun Pharma**") in this Code includes its subsidiaries, affiliates and the business units within and outside India, except any publicly–held companies in any jurisdiction and subsidiaries and affiliates of those publicly–held companies.

As a global organization, Sun Pharma recognizes that ethical conduct and sustainable practices across our value chain are critical to our long-term success. We envision becoming a leading pharmaceutical company that provides high-quality, affordable, and innovative solutions in medicine and treatment globally. This Supplier Code of Conduct reflects our commitment to responsible business practices and establishes clear expectations for all suppliers who contribute to our operations.

Our approach to supplier relationships is built on transparency, mutual respect, and shared values. We seek to collaborate with suppliers who not only deliver excellence in their products and services but also demonstrate a genuine commitment to ethical business conduct, environmental stewardship, and social responsibility.

We promote societal and environmental values throughout our supply chain and use our influence where possible to encourage their adoption. We expect our suppliers to aspire to the standards defined in this Code while complying with all applicable laws and regulations in the jurisdictions where they operate. By adhering to this Code, our suppliers help us fulfil our promise to patients, healthcare professionals, and communities worldwide.

B. SCOPE AND APPLICABILITY

This Code applies to all direct and indirect materials procured through tier-1 and, where applicable tier-2 suppliers and vendors providing raw materials, active pharmaceutical ingredients, components, finished goods, and services and the third parties including but not limited to distributors, wholesalers, agents, technology partners, Contract Manufacturing Organizations (CMOs), and Contract Research Organizations (CROs) registered with us. For the purpose of this Code, all such entities are collectively referred to as "**Suppliers**" for the sake of convenience.

We expect all Suppliers, regardless of size, location, or relationship structure, to embrace these principles and implement appropriate systems to ensure compliance. Where Tier-2 suppliers are involved, Tier-1 suppliers are expected to ensure that the standards set out in this Code are also adhered to by their suppliers.

Furthermore, we encourage our suppliers to not just conduct their business in compliance with applicable laws, rules, and regulations, but also to apply these standards or equivalent business standards in their own supply chains. If these standards differ from applicable laws, we expect our suppliers to comply with local laws while seeking to uphold the principles mentioned in this Code.

C. ALIGNMENT WITH INTERNATIONAL STANDARDS

Our Supplier & Third-Party Code of Conduct aligns with internationally recognized standards and principles. We encourage our suppliers to embrace the principles of the United Nations Global Compact, the Universal Declaration of Human Rights and the International Labour Organization's Fundamental Conventions.

We encourage our suppliers to obtain relevant certifications such as ISO 14001 for environmental management, ISO 45001 for occupational health and safety, and ISO 27001 for information security management, which further strengthen their commitment to sustainable and responsible business practices.

This alignment demonstrates our commitment to responsible business practices that respect human rights, labour standards, environmental protection, and anti-corruption measures.

D. ETHICAL BUSINESS CONDUCT

Integrity forms the cornerstone of our business philosophy. We expect our suppliers to conduct all activities with honesty, transparency, and fairness and adhere to the highest ethical and legal standards. Suppliers must comply with all applicable laws and regulations in the jurisdictions where they operate, including the following:

1. Fair Competition and Anti – Corruption:

1.1. Expectations from Suppliers & Third Party

We understand that Suppliers are independent entities; however, their business practices and actions may reflect upon Sun Pharma or impact us. Therefore, Sun Pharma expects all Suppliers to adhere to the Global Code of Conduct Policy (which can be viewed and downloaded from here) and this Suppliers Code of Conduct document of Sun Pharma. Our Suppliers shall conduct their business interactions and activities with integrity and according to their obligations under their specific agreements with Sun Pharma and third parties.

1.2. Prohibited Conduct

In addition to specific obligations under the Supplier's respective agreements, Suppliers shall ensure that neither they nor tier 2 suppliers or subcontractors shall offer any gift, loan, or entertainment to Sun Pharma employees. Sun Pharma's Global Code of Conduct prohibits its employees from accepting gifts, loans, entertainment, or favours from Suppliers. Suppliers are strictly prohibited from dealing directly or indirectly with Sun Pharma employees, their spouses, or other family members, close friends without prior written disclosure and written consent from the Compliance Officer of Sun Pharma.

1.3. Additional Scenarios of Employee Favouritism

Suppliers shall:

a. Refrain from offering any discounts, special pricing, opportunities, benefits, or advantages or exclusive deals to Sun Pharma employees or their family members being

otherwise unavailable to the general public or other clients, with the intent to gain favor or influence business decisions.

b. Refrain from offering any hospitality such as travel, accommodation, etc. to Sun Pharma employees or their family members without prior written approval from the Compliance Officer.

c. Prevent from offering consulting fees, honorariums, or any other compensation to Sun Pharma employees for services rendered outside their duties.

d. Refrain from making charitable contributions on behalf of Sun Pharma employees or their family members without prior written approval from the Compliance Officer.

e. Disclose any personal, familial, or financial relationships with Sun Pharma employees that could create, or appear to create, a conflict of interest.

f. Disclose any financial interests, direct or indirect, that Sun Pharma employees or their immediate family members may have in the vendor's business.

g. Under no circumstances, attempt to use such relationships and interests to seek preferential treatment, influence business decisions, or gain any unfair business advantage.

h. Prevent from offering gifts, entertainment, or other benefits to Sun Pharma employees that could create a conflict of interest or the appearance of impropriety.

i. Promptly report to the higher management at Sun Pharma the incident, where any employee of Sun Pharma solicits such above stated personal benefits or preferential treatment.

1.4.Fair Competition

Suppliers shall:

a. Compete fairly in the marketplace and comply with all applicable antitrust and competition laws. This includes refraining from price-fixing, bid-rigging, collusion with other suppliers to influence market price, market allocation, or any other anti-competitive practices that could harm consumers or distort markets.

b. Implement robust anti-corruption and fair competition policies and procedures, conduct appropriate due diligence on third parties and subcontractors, and maintain accurate financial records that properly document all transactions and avoid conflicts of interest.

c. Demonstrate how the reported matter was assessed by them in the event of reporting of case(s) through their whistle-blower or other mechanism, whether raised by internal or external stakeholder.

d. Train their sales staff members and other relevant employees on anti-bribery measures at their own cost. This training should encompass the stipulations of relevant anti-corruption legislation.

e. Forthwith furnish a copy of the training materials and the attendance records upon our request, which should contain the identity and qualifications of the trainer.

The Supplier Declaration on Fair Competition and Anti-Corruption Compliance is enclosed as **Appendix-I** which forms an integral part of this Code**.** All Suppliers are required to review, acknowledge, and return the signed declaration as part of their engagement with Sun Pharma.

2. Animal Welfare:

We are committed to the internationally recognized "Three Rs" principle: Replace animal testing with alternative methods, when possible, Reduce the number of animals used in testing, and Refine procedures to minimize distress. We believe that responsible animal welfare practices are not only ethical but also lead to better scientific outcomes and ultimately benefit patients.

Suppliers shall:

a. Ensure responsible conduct in all laboratory research involving animal testing, and treat animals used in activities in an ethical and compassionate manner. Animals must be treated humanely, and alternatives should be employed where they are scientifically valid and acceptable to regulatory body wherever applicable.

b. Ensure that all animal testing complies with applicable laws and regulations. Special care must be taken when handling and transporting animals, and particular attention must be paid to the welfare of higher-order species such as Mammals, Birds, Reptiles and Amphibians.

3. Data Privacy and Information Protection

Sun Pharma is committed to protecting the privacy, confidentiality, and integrity of personal data and proprietary information in accordance with applicable data protection laws and regulations.

3.1. Data Privacy Compliance

Suppliers shall:

a. Operate in a manner consistent with all applicable data protection and privacy laws, regulations, and guidelines. This includes implementing appropriate organizational structures, policies, and procedures to ensure legal compliance and uphold the confidentiality, integrity, and availability of personal data.

b. Maintain comprehensive processes to identify and comply with applicable data privacy laws and regulations

c. Implement adequate safeguards, rules, and procedures to ensure compliance with laws governing cross-border data transmissions, where applicable.

d. Properly protect personally identifiable information in accordance with local laws.

e. Respect the privacy rights of patients, donors, workers, and other stakeholders.

3.2. Information Security Measures

Suppliers shall:

a. Implement appropriate technical and organizational measures to prevent accidental, unauthorized, or unlawful loss, disclosure, access, alteration, or destruction of personal data. These measures should be regularly reviewed and updated to address emerging threats and vulnerabilities.

b. Implement robust information security systems to protect the confidentiality, integrity, and availability of critical information as well to protect personally identifiable information, regardless of its form and location.

c. Maintain appropriate security measures for all electronic communications, data storage systems, and physical documents containing sensitive information.

d. Ensure that all employees with access to personal or confidential information understand their obligations to protect such information.

3.3. Trade Secrets and Confidential Information Protection

Suppliers shall:

a. Safeguard all confidential and proprietary information of Sun Pharma with at least the same degree of care used to protect their own confidential information, but no less than reasonable care.

b. Not disclose, use, or access such information except as expressly permitted by written contractual agreement and only for the specific purpose authorized.

c. Enter into approved confidentiality agreements or non-disclosure agreements before receiving or sharing any confidential information.

d. Implement appropriate technical, physical, and administrative measures to prevent unauthorized access, disclosure, alteration, or destruction of confidential information, including but not limited to:

- Access controls and authentication mechanisms;
- Encryption of sensitive data at rest and in transit;
- Secure storage and transmission protocols;
- Regular security assessments and audits;
- Incident response procedures.

e. Ensure all employees, agents, contractors, and subcontractors with access to Sun Pharma's confidential information:

   - Are bound by appropriate confidentiality obligations at least as protective as those between Sun Pharma and the Supplier;
   - Are adequately trained on information security practices and their responsibilities;
   - Have access only on a need-to-know basis;
   - Are aware of the consequences of unauthorized disclosure.

f. Not reverse engineer, decompile, or disassemble any product, sample, prototype, or software of Sun Pharma to discover trade secrets or confidential information.

g. Upon termination of the business relationship or upon request by Sun Pharma, promptly return or securely destroy all materials containing confidential information and certify such return or destruction in writing.

h. Acknowledge that confidentiality obligations survive the termination or expiration of any agreement with Sun Pharma for the maximum period permitted by law or until the information becomes publicly available through no fault of the Supplier.

3.4. Data Minimization and Retention for Specified Purpose

Suppliers shall:

a. Collect and process personal data only for legitimate business purposes.

b. Inform individuals about the collection and processing of their personal data, allowing them to make informed decisions and exercise their rights.

c. Ensure that personal information is used only for authorized business purposes only

d. Implement appropriate data retention and deletion practices.

3.5. Compliance Monitoring and Auditing with Data Privacy and Information Protection Requirements

Suppliers shall:

a. Maintain documentation demonstrating compliance with data privacy and information protection requirements.

b. Conduct internal audits to verify compliance and implement corrective actions to address any identified deficiencies.

c. Cooperate with Sun Pharma's compliance monitoring activities, failure of which may result in termination of the business relationship with us.

3.6. Consequences of Data Privacy and Information Protection Breach

In case of any breach by Suppliers of Data Privacy and Information, Sun Pharma reserves the right to:

a. Immediately terminate any existing contracts with the Supplier without notice;

b. Remove the Supplier from Sun Pharma's list of approved suppliers/vendors/contractors;

c. Seek indemnification for any losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or in connection with the Supplier's breach of data privacy and information protection obligations;

d. Report the breach to relevant regulatory authorities, including the Data Protection Board of India;

e. Take any other legal action as deemed appropriate under the circumstances.

3.7. General Obligations for Data Protection and Acknowledgement

Suppliers shall:

a. Implement processes to detect, prevent, and respond to data breaches and implement appropriate remedial and corrective actions to address the root causes of such breaches.

b. Promptly notify Sun Pharma of any data privacy or information protection breach, whether actual or suspected and, shall cooperate fully with Sun Pharma in investigating and remedying such breach.

c. Acknowledge that, any breach in observing the obligations under the Digital Personal Data Protection Act, 2023 (‘DPDPA’), including but not limited to failure to take reasonable security safeguards to prevent personal data breach, failure to notify the Data Protection Board or affected Data Principal of a personal data breach, breach of additional obligations in relation to children, or breach of any other provision of the Act or rules made thereunder, may result in penalty(ies) as specified in the Schedule referenced in Section 33 (1) of the DPDPA as may be amended from time to time or may result in any other penalty(ies) as may be applicable or made applicable from time to time.

4. Intellectual Property Rights Protection

Sun Pharma invests significant resources in developing innovative products, technologies, and business methods that are vital to our competitive position in the global pharmaceutical market. We expect all Suppliers to respect and protect our intellectual property rights in accordance with applicable laws, regulations, and international treaties.

4.1. Patents Protection

Suppliers shall:

a. Respect Sun Pharma's exclusive rights to make, use, offer for sale, sell, or import patented products and to use patented processes as provided under the Patents Act, 1970 and corresponding patent legislation in other jurisdictions.

b. Not manufacture, use, sell, import, or distribute any product that infringes Sun Pharma's patents without proper authorization, regardless of whether the infringement is direct, contributory, or by inducement.

c. Not use any process that is the subject of Sun Pharma's patent rights without prior written permission, including processes related to manufacturing, formulation, delivery systems, or testing methodologies.

d. Not reverse engineer, reconstruct, or attempt to determine the composition of any patented product or process of Sun Pharma except as explicitly permitted by applicable law.

e. Conduct appropriate patent clearance searches from recognised institutions under relevant jurisdiction before developing, manufacturing, or selling patentable products in areas where Sun Pharma operates to avoid potential infringement.

4.2. Trade marks Protection

Suppliers shall:

a. Not use any mark, name, logo, symbol, or device that is identical, confusingly similar, or dilutive of Sun Pharma's registered or unregistered trademarks, including product names, corporate names, logos, and slogans.

b. Not use Sun Pharma's name, logo, trademark, or trade name in any manner whatsoever, including but not limited to websites, marketing materials, product packaging, promotional content, or` social media platforms, without prior written consent from Sun Pharma.

c. Not make any false representation regarding association, sponsorship, or endorsement by Sun Pharma.

d. Not register or attempt to register any trademark, trade name, domain name, or social media handle that is identical or confusingly similar to Sun Pharma's marks.

e. Not engage in any conduct that would dilute, tarnish, or diminish the distinctive quality of Sun Pharma's trademarks.

4.3. Copyrights Protection

Suppliers shall:

a. Not reproduce, distribute, display, perform, or create derivative works of Sun Pharma's copyrighted materials without express written authorization, including but not limited to product literature, marketing materials, training materials, software, databases, website content, and scientific publications.

b. Respect Sun Pharma's copyright in all creative and literary works, regardless of the medium or form in which they are embodied.

c. Not remove, alter, or obscure any copyright notices, attributions, or other proprietary markings on Sun Pharma's materials.

d. Not circumvent technological measures that control access to or protect Sun Pharma's copyrighted works.

4.4. Protection of Industrial Designs

Suppliers shall:

a. Not copy, reproduce, or incorporate Sun Pharma's registered or unregistered industrial designs in any product without express written authorization.

b. Respect Sun Pharma's exclusive rights in the aesthetic features of its products, packaging, devices, and user interfaces.

c. Not create, manufacture, import, sell, or distribute products that are substantially similar in appearance to Sun Pharma's protected designs.

d. Not assist, enable, or encourage others to infringe Sun Pharma's design rights.

4.5. Protection of Plant Varieties

Suppliers shall:

a. Not utilize any plant varieties or genetic materials that are registered by or under development by Sun Pharma without prior written authorization.

b. When Sun Pharma provides access to its registered plant varieties or traditional medicinal knowledge for manufacturing or research purposes, maintain detailed records of all usage and derivative products, and not pursue independent registration of derivatives without Sun Pharma's written consent.

c. Promptly disclose to Sun Pharma any improvements, modifications, or discoveries related to plant varieties provided by Sun Pharma.

d. Implement secure storage and handling protocols for Sun Pharma's proprietary plant materials, seeds, and genetic resources to prevent unauthorized access, theft, or contamination.

e. Not disclose the source, composition, genetic makeup, or traditional knowledge associated with Sun Pharma's proprietary plant varieties to any third party without explicit written authorization.

4.6. Semiconductor Integrated Circuits Protection for Sun Pharma Technologies

Suppliers shall:

a. Not reverse engineer, decompile, or attempt to reproduce the layout-designs of any semiconductor integrated circuits incorporated in Sun Pharma's proprietary equipment, manufacturing systems, or research technologies.

b. When granted access to Sun Pharma's proprietary medical devices, diagnostic equipment, or manufacturing systems containing protected integrated circuits, use such equipment strictly according to Sun Pharma's specified terms and exclusively for fulfilling contractual obligations to Sun Pharma.

c. Not incorporate any of Sun Pharma's proprietary circuit layouts or designs into other products or for other customers, recognizing that such designs are protected for 10 (ten) years under the Semiconductor Integrated Circuits Layout-Design Act, 2000 (as may be amended from time to time).

d. Maintain a secure environment and prevent unauthorized personnel from accessing, photographing, or documenting the internal components for drug delivery systems, wearable medical devices, or pharmaceutical manufacturing equipment provided by Sun Pharma that contain proprietary integrated circuits.

4.7. Trade Related Aspects of Intellectual Property Rights ('TRIPS) Agreement and International IP Treaty

Suppliers shall:

a. Adhere to the principles, standards, and minimum requirements of intellectual property protection as outlined in the TRIPS Agreement and other international IP treaties to which the countries where the Supplier operates are signatories.

b. Implement fair, equitable, and effective enforcement procedures for intellectual property rights as required by the TRIPS Agreement.

c. Recognize that the TRIPS Agreement requires member countries to provide effective enforcement mechanisms for intellectual property rights, including expeditious remedies to prevent and deter infringement, injunctions, damages, and criminal procedures for willful infringement on a commercial scale.

4.8. General Obligations for IP Protection

Suppliers shall:

a. Implement comprehensive systems, policies, and processes to prevent the development, production, distribution, or sale of products that infringe Sun Pharma's intellectual property rights, including counterfeit versions of Sun Pharma's products.

b. Conduct regular audits and assessments of intellectual property compliance within their organization and supply chain.

c. Ensure all employees, agents, contractors, and subcontractors who may have access to Sun Pharma's intellectual property are bound by appropriate confidentiality and intellectual property protection obligations.

d. Provide appropriate training to employees on intellectual property protection and the importance of respecting Sun Pharma's intellectual property rights.

e. Not assist, enable, or encourage others to infringe Sun Pharma's intellectual property rights.

f. Promptly report to Sun Pharma any suspected infringement, misappropriation, or other violation of Sun Pharma's intellectual property rights by third parties that comes to the Supplier's attention.

g. Cooperate fully with Sun Pharma in any investigation, enforcement action, or litigation related to actual and/or potential infringement of Sun Pharma's intellectual property rights, including providing evidence, witnesses, and documentation as reasonably requested.

h. Upon termination of the business relationship or upon request, promptly return or destroy all materials containing or embodying Sun Pharma's intellectual property and provide written certification of such return or destruction.

i. Maintain complete and accurate documentation demonstrating compliance with these intellectual property protection requirements and make such documentation available to Sun Pharma upon request for audit and verification purposes.

j. Extend these intellectual property protection requirements to their own suppliers, subcontractors, and other third parties involved in the production, distribution, or sale of products or services for or on behalf of Sun Pharma.

4.9. Consequences of Intellectual Property Rights Violations

In case of breach of intellectual property rights, Sun Pharma may exercise the following remedies based on applicable IP laws and contractual rights:

a. Contractual Remedies:

• Immediate termination of any and all contracts, purchase orders, and service orders with the Supplier without notice or opportunity to cure.

• Immediate removal from Sun Pharma's list of approved suppliers/vendors/contractors and disqualification from future business opportunities with Sun Pharma and its affiliates.

• Indemnification for all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or in connection with the Supplier's breach of intellectual property protection obligations.

• Withholding of any payments due to the Supplier to offset damages suffered by Sun Pharma.

b. Civil Remedies under IP Laws:

• Preliminary and permanent injunctions to prevent further infringement, misappropriation, or other violations.

• Monetary damages to compensate for actual losses suffered by Sun Pharma, including but not limited to lost profits, reasonable royalties, and diminution in value.

• Enhanced or punitive damages for willful, malicious, or deliberate infringement, which may be up to three times the amount of actual damages in some jurisdictions.

• Disgorgement of the Supplier's profits attributable to the infringement or misappropriation.

• Seizure, impoundment, forfeiture, and destruction of infringing goods, materials, and implements used in their creation.

• Recovery of legal costs, attorneys' fees, and other expenses incurred in enforcing Sun Pharma's intellectual property rights.

• Disclosure of information pursuant to Court order(s) regarding the identity of third parties involved in the production, distribution, and sale of infringing goods, including suppliers, manufacturers, distributors, and customers.

c. Criminal Penalties for willful infringement:

• Criminal procedures, penalties and imprisonment for terms as prescribed under applicable laws in case of willful trademark counterfeiting or copyright piracy on a commercial scale;

• Criminal penalties including imprisonment and fines in the event of trade secret theft or misappropriation that meets the threshold for criminal prosecution in applicable jurisdictions,

• Other criminal liabilities in certain jurisdictions in the event of willful violation of other intellectual property rights.

d. Border Enforcement Measures:

• Seizure and detention of suspected infringing goods by customs authorities;

• Prohibition on the importation or exportation of infringing goods;

• Destruction of infringing goods under customs supervision;

- Administrative penalties imposed by customs authorities.

e. Reputational Consequences:

- Public disclosure of the Supplier's intellectual property violations;
- Notification to industry associations, regulatory bodies, and other pharmaceutical companies about the Supplier's non-compliance;
- Impact on the Supplier's reputation and ability to secure business with other companies in the pharmaceutical and healthcare sectors.

5. Duty & Tax Compliance and Fraud Prevention

We expect all suppliers to maintain strict compliance with applicable duty & tax laws and regulations in all jurisdictions where they operate.

Suppliers shall:

a. Refrain from engaging in duty & tax evasion schemes or facilitate such practices through their employees, agents, or other business associates. We believe that responsible duty & tax practices contribute to social development and economic stability in the communities where we operate.

b. Establish robust internal control mechanisms designed to detect, prevent, and address fraudulent activities and money laundering within their operations. These systems should include regular audits, transaction monitoring, and employee training on recognizing suspicious activities.

c. Ensure that all duties and related charges on imported goods are determined and paid in a transparent and lawful manner.

d. Ensure that all duty-related costs claimed from Sun Pharma reflect the actual amounts paid to the relevant authorities.

e. Ensure all goods are properly classified, valued and duty rates declared when importing materials, according to applicable laws.

f. Not undervalue goods, misclassify merchandise, or declare incorrect country of origin to reduce import duties or to evade compliance with import requirements.

g. Maintain accurate documentation of all export, import, and customs records supporting all duty-related transactions.

h. Submit such records to Sun Pharma at the time of billing, reimbursement claims, or upon request during audits, reviews, or compliance checks.

i. Acknowledge that any misrepresentation whether through incorrect classification, undervaluation, or overstatement of duty reimbursements will be considered a serious violation of this Code.

j. Promptly report incidents of potential fraud that could impact us, regardless of its perceived significance, through the designated reporting channels outlined in this Code.

k. Complete and sign a Trade Compliance Declaration form annually (**enclosed herewith as Appendix II**), certifying their adherence to proper customs classification and duty rate declaration procedures.

6. Patient Safety and Access to information:

We are committed to ensuring patient safety and providing appropriate access to information, with the highest ethical standards.

6.1. Patient Health and Safety

Suppliers shall:

a. Implement robust management systems to minimize any adverse impact on patients, subjects, and donors, particularly their rights to health and direct access to information.

b. Meet pre-decided product specifications and quality requirements to ensure patient safety and enforce stringent standards of data integrity and veracity in certifying quality compliance.

c. Fully observe all governmental and company quality standards related to products and services.

d. Ensure that all personnel involved in product development, manufacturing, testing, handling, packaging, or distribution are properly trained on quality and safety requirements.

6.2. Transparent and Appropriate Access to Information

Suppliers shall:

a. Respect patients' and donors' rights to direct access to information about their health and participation in research or clinical trials and provide accurate, balanced, and scientifically valid information about products and services.

b. Ensure that all product information, including labelling, instructions, warnings, and marketing materials, is clear, accurate, and complies with applicable regulations.

c. Maintain systems that allow for appropriate tracking and tracing of products throughout the supply chain.

d. Support transparency initiatives related to clinical trials, research outcomes, and product safety data and ensure that information provided to patients and healthcare professionals is presented in an accessible and understandable format.

e. Implement effective frameworks to communicate principles to workers regarding information sharing and confidentiality.

6.3. Scientific Integrity in all Research and Development Activities

Suppliers shall:

a. Ensure that all research, development, and testing activities are conducted ethically and in accordance with applicable laws, regulations, and industry standards and maintain accurate and complete records of all research and development activities.

b. Ensure that all data and results are reported honestly and without manipulation and protect the rights and welfare of human subjects participating in clinical trials or research studies.

c. Disclose any financial relationships or other interests that could potentially bias research outcomes and implement appropriate oversight mechanisms to ensure the integrity of research and development activities.

6.4. Monitoring and Compliance

Suppliers shall:

a. Maintain documentation demonstrating compliance with the requirements outlined hereinabove under Clause 6 and cooperate with Sun Pharma's monitoring and assessment activities.

b. Report any suspected violations of these requirements promptly and implement corrective actions to address any identified deficiencies.

c. Ensure that their own suppliers and subcontractors adhere to these requirements, failure to comply of which, may result in termination of the business relationship with us.

7. Conflict of Interest:

Suppliers shall:

a. Promptly disclose any actual, apparent, or potential conflicts of interest that may affect their performance of tasks or provision of services to Sun Pharma and provide a Conflict of Interest declaration at the time of initiating a business relationship with Sun Pharma and periodically thereafter.

b. Avoid situations where personal interests could improperly influence, or appear to influence, business decisions.

c. Implement policies and procedures to identify, prevent, and manage conflicts of interest.

d. Ensure that employees involved in purchasing, procurement, or contract management decisions are free from conflicts of interest and maintain transparency in all business relationships that could potentially create a conflict of interest.

e. Refrain from offering or accepting gifts, entertainment, or other benefits that could create a conflict of interest or appear to influence business decisions.

No Conflict of Interest Declaration Form is enclosed as **Appendix-III** which forms an integral part of this Code. All vendors/suppliers are required to review, acknowledge, and return the signed declaration as part of their engagement with Sun Pharma.

E. INTERNATIONAL TRADE COMPLIANCE AND SANCTIONS

As a global pharmaceutical company, we have suppliers operating in various jurisdictions subject to different sanctions regimes. It is pertinent to protect Sun Pharma from potential legal, financial, and reputational risks associated with sanctions violations while ensuring suppliers understand their obligations in this important area.

Suppliers shall:

a. Comply with all applicable trade, import, export control laws, and sanctions of the countries in which they operate.

b. Conduct appropriate due diligence to ensure they are not engaging in business with parties subject to relevant sanctions.

c. Disclose to Sun Pharma whether they are or have been subject to any sanctions laws and report to Sun Pharma immediately if they become subject to such laws.

d. Provide accurate information about their legal owners, actual owners, Board of Directors, Senior Management, and servicing banks, and notify Sun Pharma of any subsequent changes.

e. Not make payments, provide benefits, or engage in transactions with third parties subject to sanctions laws.

f. Maintain appropriate import, export, and customs records, and obtain necessary licenses before exporting or re-exporting controlled items.

g. Implement robust screening and compliance programs to ensure adherence to international trade laws and sanctions.

F. HUMAN RIGHTS AND LABOUR STANDARDS

Sun Pharma is committed to respecting human rights and maintaining fair labour practices throughout our operations and supply chain. We expect our suppliers to uphold these same principles and to conduct their business in a manner that respects the rights and dignity of all people.

1. Respect for Human Rights

Suppliers shall:

a. Respect internationally recognized human rights and ensure they are not complicit in human rights abuses.

b. Comply with all applicable laws, regulations, and standards related to human rights and conduct appropriate due diligence to identify, prevent, and address actual or potential human rights impacts.

c. Implement policies and procedures that reflect their commitment to respecting human rights.

d. Provide access to effective grievance mechanisms for workers to report human rights concerns without fear of retaliation and take appropriate action to remediate any adverse human rights impacts they have caused or contributed to.

e. Extend human rights expectations to their own suppliers and business partners.

2. Prohibition of Forced, Bonded, Indentured, or Involuntary Prison Labour, Slavery, or Human Trafficking.

Suppliers shall:

a. Ensure all work is performed voluntarily and without threat of penalty or sanction.

b. Prohibit the retention of identity documents, passports, or work permits as a condition of employment.

c. Ensure workers are free to terminate their employment after reasonable notice period.

d. Not charge recruitment fees or costs to workers or potential workers.

e. Ensure that terms of employment are provided in writing and in a language understood by the worker.

f. Implement systems to detect, prevent, and respond to any instances of forced labour or human trafficking in their operations and supply chains.

3. Child Labour Prevention

Suppliers shall:

a. Ensure that children below the minimum age for employment or the age for completing compulsory education in the country of operation, whichever is higher, are not employed.

b. Verify the age of all workers prior to employment and ensure young workers (above minimum age but below 18, if legally allowed in the country of operation) are not employed in hazardous work or work over time or night shift or any work that interferes with their education.

c. Implement age-appropriate working conditions for legally employed young workers and develop, participate in, and contribute to policies and programs that support children found to be working in impermissible circumstances.

4. Non-Discrimination and Fair Treatment Free from Discrimination, Harassment, and Abusive conduct

Suppliers shall:

a. Prohibit discrimination in hiring, compensation, access to training, promotion, termination, or retirement based on race, colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, national origin, marital status, or any other status protected by law.

b. Ensure equal opportunity and treatment in employment and maintain workplaces free from harassment, including physical, verbal, sexual, or psychological harassment, abuse, or threats.

c. Prohibit corporal punishment or other forms of physical or mental coercion and foster an inclusive work environment that values diversity.

d. Implement effective mechanisms to report and address discrimination and harassment

5. Wages, Benefits, and Working Hours

Suppliers shall:

a. Pay workers at least the minimum wage required by applicable laws and regulations and provide all legally and statutory mandated benefits.

b. Compensate workers for overtime hours at the rate required by applicable laws and regulations and provide workers with clear, written information about their employment conditions, including wages and benefits.

c. Ensure working hours, including overtime, do not exceed applicable legal limits or 60 hours per week, whichever is lower, except in emergency or exceptional circumstances.

d. Allow workers at least one day off in every seven-day period.

e. Maintain accurate records of working hours and wages.

f. Make wage payments in a timely manner and not withhold wages as a disciplinary measure.

6. Freedom of Association and Collective Bargaining

Suppliers shall:

a. Recognize and respect the right of workers to freely associate, organize, and bargain collectively in accordance with applicable laws.

b. Allow workers to communicate openly with management regarding working conditions without fear of reprisal, intimidation, or harassment.

c. Not interfere with, obstruct, or prevent legitimate worker representation and activities.

d. Where local law restricts freedom of association and collective bargaining, allow workers to freely elect their own representatives.

e. Not discriminate against worker representatives or workers participating in lawful union activities.

7. Health and Safety

Suppliers shall:

a. Provide a safe and healthy working environment for all employees and comply with all applicable health and safety laws, regulations, and standards.

b. Identify, assess, and control workplace hazards and risks through proper design, engineering and administrative controls, preventive maintenance, and safe work procedures and provide workers with appropriate personal protective equipment and instruction on its proper use.

c. Implement emergency preparedness and response procedures, including emergency reporting, worker notification, evacuation procedures, worker training, first-aid supplies, fire detection and suppression equipment, and recovery plans.

d. Provide clean and safe facilities, including toilets, drinking water, and, if applicable, food preparation and storage areas.

e. Provide regular health and safety training to all workers.

f. Maintain records of occupational injuries and illnesses and implement corrective actions to eliminate their causes.

8. Community Engagement

Suppliers shall:

a. Engage with local communities to understand and address the potential impact of their operations.

b. Respect the rights, cultural heritage, and traditions of natives.

c. Contribute positively to the social and economic development of the communities in which they operate.

d. Consider the specific needs and concerns of vulnerable groups within communities.

9. Monitoring and Compliance

Suppliers shall:

a. Maintain documentation demonstrating compliance with human rights and labour standards, failure to comply with these human rights and labour standards may result in termination of the business relationship with us and we reserve the right to assess suppliers' compliance with these standards.

b. Cooperate with Sun Pharma's monitoring and assessment activities, including on-site audits.

c. Implement corrective actions to address any identified deficiencies and report any suspected violations of these standards promptly.

G. OCCUPATIONAL HEALTH, SAFETY, AND WELL-BEING

We believe that the health and safety of workers is of paramount importance, and suppliers must implement comprehensive systems to prevent workplace injuries and illnesses.

1. Health and Safety Management Systems

Suppliers shall establish and maintain effective health and safety management systems that comply with all applicable laws, regulations, and industry standards. These systems should include:

a. Formal health and safety policies and procedures that are regularly reviewed and updated.

b. Designated health and safety personnel with clearly defined responsibilities.

c. Regular risk assessments to identify, evaluate, and control workplace hazards.

d. Comprehensive documentation of all health and safety incidents, near misses, and corrective actions.

e. Alignment with recognized standards such as ISO 45001 (Occupational Health and Safety Management) where applicable.

2. Hazard Identification and Risk Management

Suppliers shall implement robust processes to identify, assess, and mitigate workplace hazards. This includes:

a. Systematic identification and evaluation of chemical, biological, physical, and ergonomic hazards.

b. Engineering controls, administrative controls, and personal protective equipment to minimize exposure to hazards.

c. Special attention to high-risk activities and processes, including those involving hazardous materials, confined spaces, and machinery operation.

d. Regular monitoring of workplace conditions to ensure controls remain effective and process safety measures to prevent catastrophic events such as chemical releases or explosions.

3. Worker Protection and Training

Suppliers shall provide appropriate protection for workers and ensure they are adequately trained to perform their jobs safely. This includes:

a. Comprehensive workplace safety training for all employees, with special attention to those working with hazardous materials or in high-risk areas.

b. Regular refresher training and verification of competency.

c. Clear communication of safety information, including hazard warnings, safety data sheets, and safe operating procedures.

d. Appropriate personal protective equipment (PPE) at no cost to workers, along with training on its proper use and maintenance.

e. Special protection measures for vulnerable workers, including young workers, pregnant women, and those with disabilities.

4. Emergency Preparedness and Response

Suppliers shall identify potential emergency situations and implement appropriate preparedness and response procedures. This includes:

a. Development and regular testing of emergency response plans for scenarios such as fires, natural disasters, chemical spills, and medical emergencies.

b. Clear evacuation routes, emergency exits, and assembly points that are well-marked, unobstructed, and known to all workers.

c. Adequate firefighting equipment, first aid supplies, and other emergency response equipment that is regularly inspected and maintained.

d. Training of designated emergency response personnel and regular drills to ensure readiness.

e. Coordination with local emergency services and neighbouring facilities as appropriate.

5. Facility Safety and Basic Amenities

Suppliers shall ensure that all facilities are designed, constructed, and maintained to provide a safe working environment. This includes:

a. Structurally sound buildings with appropriate fire protection systems.

b. Adequate lighting, ventilation, and temperature control.

c. Clean and accessible toilet facilities and handwashing stations.

d. Access to potable drinking water for all workers.

e. Clean and hygienic areas for food preparation, storage, and consumption where applicable.

6. Health Promotion and Well-being

Suppliers are encouraged to implement programs that promote worker health and well-being beyond basic safety requirements. This may include:

a. Health monitoring programs appropriate to workplace risks.

b. Access to healthcare services or health insurance where feasible.

c. Mental health support and stress management resources.

d. Wellness initiatives that encourage healthy lifestyles.

e. Accommodation for workers with special health needs or disabilities.

7. Incident Investigation and Continuous Improvement

Suppliers shall establish processes for reporting, investigating, and addressing health and safety incidents. This includes:

a. Clear procedures for reporting accidents, injuries, illnesses, and near misses.

b. Thorough investigation of incidents to identify root causes.

c. Implementation of corrective and preventive actions to address identified issues.

d. Regular review of health and safety performance metrics to identify trends and improvement opportunities.

e. Sharing of lessons learned to prevent recurrence of similar incidents.

8. Compliance Monitoring and Reporting

Suppliers shall:

a. Monitor compliance with health and safety requirements and report significant incidents to relevant authorities and to Sun Pharma as appropriate. Sun Pharma reserves the right to assess supplier compliance through audits, site visits, or other appropriate means.

b. Encourage workers to report health and safety concerns without fear of retaliation and investigate and address such concerns promptly.

H. ENVIRONMENTAL RESPONSIBILITY

Suppliers shall operate in an environmentally responsible and efficient manner to minimize adverse impacts on the environment. Suppliers are expected to conserve natural resources, avoid the use of hazardous materials where possible, and implement sustainable practices throughout their operations.

1. Environmental Management Systems

Suppliers shall establish and maintain effective environmental management systems that:

a. Comply with all applicable environmental laws, regulations, and industry standards.

b. Obtain and maintain all required environmental permits, licenses, information registrations, and operational approvals.

c. Follow all operational and reporting requirements associated with permits and authorizations.

d. Align with recognized standards such as ISO 14001 (Environmental Management Systems) where applicable.

e. Include regular environmental risk assessments and implementation of appropriate mitigation measures.

2. Energy Management and Climate Impact

Suppliers shall implement systems and processes to monitor and reduce energy consumption and greenhouse gas emissions. This includes:

a. Tracking and documenting energy consumption, greenhouse gas emissions, and other relevant environmental metrics.

b. Setting targets for energy efficiency improvements and emissions reductions.

c. Implementing energy conservation measures and exploring renewable energy options where feasible.

d. Considering climate impact in business decisions, including product design, manufacturing processes, and transportation.

e. Reporting on progress toward environmental goals and climate-related initiatives.

3. Waste Management and Circular Economy

Suppliers shall implement comprehensive waste management programs that prioritize waste reduction, reuse, and recycling. This includes:

a. Identifying, categorizing, and properly managing all waste streams, with special attention to hazardous waste.

b. Implementing waste minimization strategies at the source through process optimization and material selection.

c. Ensuring safe handling, storage, transportation, and disposal of all waste materials.

d. Maintaining accurate records of waste generation, treatment, and disposal.

e. Exploring opportunities for beneficial reuse of waste materials and participation in circular economy initiatives.

4. Water Conservation and Wastewater Management

Suppliers shall implement measures to conserve water and manage wastewater responsibly. This includes:

a. Monitoring water consumption and identifying opportunities for reduction and reuse.

b. Implementing water-efficient technologies and processes.

c. Treating wastewater prior to discharge to remove contaminants, including active pharmaceutical ingredients.

d. Complying with all applicable wastewater discharge regulations and permits.

e. Considering water stress in operational planning, particularly in water-scarce regions.

5. Air Emissions Management

Suppliers shall control, monitor, and minimize air emissions from their operations. This includes:

a. Identifying and characterizing all sources of air emissions, including greenhouse gases, volatile organic compounds, particulates, and other pollutants.

b. Installing and maintaining appropriate air emission control technologies.

c. Regularly monitoring emissions to ensure compliance with permits and regulations.

d. Implementing strategies to reduce air emissions through process improvements and cleaner technologies.

e. Preventing the release of ozone-depleting substances and other harmful air pollutants.

6. Hazardous Materials Management

Suppliers shall identify hazardous materials used in their operations and implement processes for their safe handling, storage, and use. This includes:

a. Maintaining an inventory of hazardous materials and associated safety data sheets.

b. Implementing proper labelling, handling, storage, and disposal procedures.

c. Training employees on the safe handling of hazardous materials.

d. Exploring the use of materials alternatives to hazardous materials wherever feasible.

e. Preventing and preparing for accidental releases through engineering controls and emergency response planning.

7. Spill Prevention and Response

Suppliers shall implement systems to prevent and mitigate accidental spills and releases to the environment. This includes:

a. Installing appropriate containment systems for storage tanks and transfer operations.

b. Implementing preventive maintenance programs for equipment that could cause environmental releases.

c. Developing and regularly testing spill response procedures.

d. Training employees on spill prevention and response.

e. Promptly reporting and addressing any spills or releases that do occur.

8. Sustainable Resource Utilization

Suppliers shall optimize the use of natural resources and implement sustainable sourcing practices. This includes:

a. Using raw materials efficiently and minimizing waste generation.

b. Incorporating recycled or renewable materials where feasible.

c. Implementing sustainable procurement practices that consider environmental impacts.

d. Ensuring traceability of materials throughout the supply chain.

e. Avoiding the use of raw materials obtained through environmentally harmful practices.

9. Biodiversity and Land Use

Suppliers shall consider their impact on biodiversity and implement measures to protect natural ecosystems. This includes:

a. Assessing and minimizing the impact of operations on local biodiversity.

b. Avoiding operations in protected areas or areas of high biodiversity value wherever possible.

c. Implementing responsible land management practices.

d. Restoring habitats affected by operations where applicable.

e. Considering biodiversity impacts in supply chain management.

10. Environmental Transparency and Reporting

Suppliers shall monitor their environmental performance and maintain transparency regarding their environmental impacts. This includes:

a. Tracking key environmental metrics such as energy use, water consumption, waste generation, and emissions.

b. Setting environmental improvement targets and regularly assessing progress.

c. Reporting significant environmental incidents to relevant authorities and to Sun Pharma as appropriate.

d. Sharing environmental performance data with stakeholders when requested.

e. Participating in environmental disclosure initiatives wherever applicable.

11. Continuous Improvement

Suppliers shall strive for continuous improvement in their environmental performance. This includes:

a. Regularly reviewing environmental management systems and practices.

b. Staying informed about emerging environmental issues and best practices.

c. Investing in environmentally friendly technologies and processes.

d. Engaging employees in environmental initiatives and fostering a culture of environmental responsibility.

e. Collaborating with Sun Pharma and other stakeholders on environmental improvement initiatives.

Sun Pharma reserves the right to assess supplier compliance with these environmental requirements through audits, site visits, questionnaires, or other appropriate means. Suppliers are expected to provide reasonable access to information necessary to demonstrate compliance.

I. INDEMNITY

1. The Supplier hereby agrees to indemnify, defend, and hold harmless Sun Pharma from and against any and all claims, demands, actions, causes of action, judgments, settlements, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and all legal costs) arising out of or in connection with:

a. Any breach or alleged breach by the Supplier of any representation, warranty, covenant, or obligation under this Code or any agreement between the Supplier and Sun Pharma;

b. Any non-compliance with applicable laws, regulations, or industry standards by the Supplier or any of its directors, officers, employees, agents, representatives, subcontractors, or other personnel;

c. Any negligent, reckless, or intentionally wrongful act or omission by the Supplier or any of its directors, officers, employees, agents, representatives, subcontractors, or other personnel;

d. Any defect or alleged defect in any goods or services provided by the Supplier to Sun Pharma;

e. Any actual or alleged infringement or misappropriation of any third party's intellectual property rights, including patents, trademarks, copyrights, or trade secrets, by any goods or services provided by the Supplier;

f. Any actual or alleged violation of labour laws, human rights, health and safety regulations, or environmental laws by the Supplier or any of its subcontractors;

g. Any claim by the Supplier's employees, agents, or subcontractors for compensation, injury, or damages arising out of the performance of services or provision of goods to Sun Pharma;

h. Any data breach or violation of data privacy laws involving data processed by the Supplier on behalf of Sun Pharma.

i. Any acts, omissions, defaults, or breaches committed by any third party, subcontractor, tier 2 suppliers, consultant, or agent engaged by the Supplier in connection with the performance of its obligations to Sun Pharma, whether or not such engagement was disclosed to Sun Pharma;

j. The Supplier's indemnification obligations in favor of Sun Pharma shall apply even if other parties or factors, in addition to the Supplier, contributed to the loss or damage. However, the Suppliers shall not be required to indemnify Sun Pharma for any claims, losses, or damages that arise solely from the gross negligence or willful misconduct of Sun Pharma.

2. Sun Pharma shall promptly notify the Supplier of any claim for which it seeks indemnification and shall cooperate with the Supplier in the defence of such claim at the Supplier's expense. The Suppliers shall not settle any claim without Sun Pharma's prior written consent if such settlement would impose any obligation on Sun Pharma, require any admission by Sun Pharma, or otherwise adversely affect Sun Pharma's rights or interests.

3. The Suppliers shall maintain insurance coverage sufficient to fulfil its indemnification obligations under this clause. Upon request, the Suppliers shall provide Sun Pharma with certificates of insurance evidencing such coverage.

4. The indemnification obligations set forth in this clause shall survive the termination or expiration of any agreement between the Supplier and Sun Pharma for the maximum period permitted by applicable law.

J. Reporting Concerns and Violations

Sun Pharma is committed to fostering a culture of transparency, integrity, and accountability throughout its supply chain. Suppliers, their employees, and other stakeholders are encouraged to forthwith report any concerns, suspected violations of this Code, applicable laws, or ethical standards.

1. Reporting Channels

The Reporting Channels are:

a. **Reporting Personnel:** Mr. Gautam Doshi (Ombudsman)
b. **Address:** Sun House Plot No. 201 B/1, Western Express Highway, Goregaon (E), Mumbai - 400 063, Maharashtra, India
c. **E-mail ID:** OmbudsmanSPIL@sunpharma.com
d. **Whistle-blower Link:** https://sunpharma.whistlesentinel.com/org/sunpharma
e. **Any Product related concerns or safety concerns shall be reported through the address**: https://sunpharma.com/adverse-event-reporting/

2. Information to Include

When reporting a concern or violation, please provide as much of the following information as possible to facilitate a thorough investigation:

a. Detailed description of the concern or violation
b. Date, time, and location of the incident(s)
c. Names of individuals involved or witnesses
d. Any supporting documentation or evidence
e. Whether the issue has been previously reported and to whom
f. Your contact information (optional, but helpful for follow-up)

3. Confidentiality and Non-Retaliation by Sun Pharma

a. Sun Pharma is committed to maintaining the confidentiality of all reports to the fullest extent possible.

b. Sun Pharma strictly prohibits any form of retaliation against individuals who, in good faith, report suspected violations or cooperate in investigations.

c. This protection extends to suppliers and their employees who report concerns related to their business relationship with Sun Pharma.

4. Investigation Process

All reports will be promptly reviewed and investigated as appropriate. Sun Pharma will:

a. Acknowledge receipt of reports.
b. Conduct thorough and impartial investigations
c. Maintain confidentiality throughout the investigation process
d. Take appropriate corrective actions when violations are substantiated
e. Provide feedback to the reporting party when possible and appropriate

5. False Reports

While Sun Pharma encourages reporting of genuine concerns, knowingly making false allegations is contrary to this Code. Suppliers or individuals who knowingly make false reports may be subject to appropriate action

6. Supplier Responsibilities

6.1. Suppliers are expected to:

a. Communicate these reporting channels to their employees, subcontractors, and agents who work on Sun Pharma business.

b. Establish their own internal reporting mechanisms for ethics and compliance concerns.

c. Promptly investigate any concerns raised within their organization related to Sun Pharma business.

d. Cooperate fully with any investigations conducted by Sun Pharma.

e. Implement appropriate corrective actions to address identified issues.

f. Protect from retaliation any employees who report concerns in good faith.

6.2. Sun Pharma views effective reporting mechanisms as essential to maintaining ethical business practices and continuous improvement throughout its supply chain. Suppliers with questions about the reporting process may contact Sun Pharma's Procurement Department for guidance.

K. This Code & Severability

1. All appendices, annexures, schedules, and any documents expressly incorporated by reference herein shall form an integral part of this Supplier & Third Party Code of Conduct and shall be deemed to have the same legal force, effect, and binding nature as if expressly set forth in the main body of this Code. Any reference to this Code shall be construed to include such appendices, annexures, and incorporated documents.

2. All provisions of this Supplier & Third Party Code of Conduct are severable. If any provision of this Code is held to be invalid, illegal, or unenforceable under any applicable law or by any competent authority, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

Appendix – I

Declaration by Supplier on Fair Competition and Anti-Corruption Compliance (on their letterhead)

To

_____

Dear Sir/Madam,

We, the undersigned, hereby confirm that we have read, understood, and acknowledged the provisions of the Anti-Bribery and Anti-Corruption requirements as set out in the Supplier & Third Party Code of Conduct of Sun Pharma.

We affirm that we shall strictly prohibit, and have policies in place to prohibit, any form of bribery, corruption, kickbacks, facilitation payments, or any other unethical inducements or payments to any public official, private person, or representative of Sun Pharma in connection with our business dealings.

We undertake that neither we, nor any of our employees, agents, intermediaries, tier 2 suppliers or subcontractors, have offered, given, solicited, or accepted any improper payment or advantage, whether in cash or in kind, in relation to our current or prospective business with Sun Pharma.

We further confirm our commitment to:

- Prevent and report any suspected or actual corrupt practices;
- Maintain accurate books and records that reflect all transactions transparently;
- Cooperate with any audits or investigations undertaken by or on behalf of Sun Pharma in relation to anti-bribery compliance.

We understand that non-compliance with the Anti-Bribery and Anti-Corruption provisions of Sun Pharma's Supplier Code of Conduct may result in appropriate actions, including immediate termination of existing agreements, purchase orders, and service orders.

We reaffirm our commitment to conducting our business with Sun Pharma in a lawful, transparent, and ethical manner.

For and on behalf of
[Supplier's Name]

[Authorized Signatory]
[Title]
[Date]

Appendix II
Trade Compliance Declaration Form
(on their letterhead)

Annual Certification of Adherence to Proper Customs Classification and Duty Rate Declaration Procedures

To

_____

Dear Sir/Madam,

I/We, [Name of Authorized Representative], in my/our capacity as [Title/Designation] of [Supplier's Company Name], hereby declare that I/we have read, understood, and acknowledge the Trade Compliance provisions as set out in Clause [*] of the Supplier & Third Party Code of Conduct of Sun Pharmaceutical Industries Limited ("**Sun Pharma**").

A. Declaration of Compliance

On behalf of [Supplier's Company Name], I/we solemnly declare the following for the period [Start Date] to [End Date]:

1. We have accurately classified all goods exported to or imported on behalf of Sun Pharma according to the applicable Harmonized System (HS) codes and tariff schedules in full compliance with the customs laws of all relevant jurisdictions.

2. We have correctly declared all applicable duty rates for imported materials and have not undervalued goods, misclassified merchandise, or declared incorrect country of origin to reduce import duties or to evade compliance with import requirements.

3. We maintain accurate and complete documentation of all export, import, and customs records related to transactions with Sun Pharma, and such records are available for audit upon reasonable request.

4. All duties and related charges on imported goods have been determined and paid in a transparent and lawful manner, and all duty-related costs claimed from Sun Pharma reflect the actual amounts paid to the relevant authorities.

5. We have complied with all applicable laws and regulations governing the import, export, re-export, and transfer of goods, services, software, technology, and technical data.

B. Acknowledgement of Responsibility

I/We understand and acknowledge that:

1. We take full responsibility for any notices, penalties, or legal actions resulting from incorrect customs classifications, duty rate declarations, or other import/export compliance issues related to materials supplied to Sun Pharma.

2. We agree to reimburse Sun Pharma for any costs, penalties, or damages incurred as a result of our non-compliance with proper import/export procedures, including incorrect duty rate applications.

3. This declaration is a material part of our business relationship with Sun Pharma.

4. Any misrepresentation on this form will be considered a material breach of contract.

5. Failure to comply with trade compliance requirements may result in immediate termination of the business relationship with Sun Pharma, legal action for damages, and disqualification from future business opportunities with Sun Pharma and its affiliates.

Certification

We affirm that the information provided in this declaration is true, accurate, and complete to the best of our knowledge and belief.

For and on behalf of [Supplier's Company Name]

_____ [Signature of Authorized Representative] Name: _____ Title: _____ Date: _____	Company Seal: [Space for company seal]

Note: This form must be completed and submitted annually to Sun Pharma's Procurement Department. Please retain a copy for your records.

Appendix III
No Conflict-of-Interest Declaration
(on their letterhead)

To

_____

Dear Sir/Madam,

I/We, [Name of Authorized Representative], in my capacity as [Title/Designation] of [Supplier's Company Name], hereby declare that I have read, understood, and acknowledge the Conflict-of-Interest provisions as set out in the Supplier & Third Party Code of Conduct of Sun Pharmaceutical Industries Limited ("**Sun Pharma**").

On behalf of [Supplier's Company Name], I declare the following:

1. **Disclosure of Actual, Apparent, or Potential Conflicts of Interest:**

   [Select one option and provide details as applicable]
   ☐ To the best of my knowledge, [Supplier's Company Name] does not have any actual, apparent, or potential conflicts of interest that may affect our performance of tasks or provision of services to Sun Pharma.
   ☐ [Supplier's Company Name] hereby discloses the following actual, apparent, or potential conflicts of interest that may affect our performance of tasks or provision of services to Sun Pharma:
   [Provide detailed description of any conflicts of interest, including but not limited to:]
   - Any financial interests or business relationships with Sun Pharma employees, their family members, or close associates
   - Any current or former Sun Pharma employees working for your company
   - Any other relationships or circumstances that could create a conflict of interest

2. I/We confirm that we have implemented policies and procedures to identify, prevent, and manage conflicts of interest within our organization.

3. I/We commit to maintaining transparency in all business relationships that could potentially create a conflict of interest with Sun Pharma.

4. I/We confirm that we have not offered and will not offer any gifts, entertainment, or other benefits to Sun Pharma employees that could create a conflict of interest or appear to influence business decisions.

   I/We understand and acknowledge that:
   1. This declaration is a material part of our business relationship with Sun Pharma.
   2. We have an ongoing obligation to promptly update this declaration if any circumstances change or new conflicts arise during the course of our business relationship with Sun Pharma.

3. Failure to disclose conflicts of interest or providing false information in this declaration may result in immediate termination of any contracts with Sun Pharma and removal from Sun Pharma's list of approved suppliers.
4. Sun Pharma reserves the right to request additional information regarding any disclosed conflicts of interest and to impose conditions or restrictions to mitigate such conflicts.

We affirm that the information provided in this declaration is true, accurate, and complete to the best of our knowledge.

For and on behalf of [Supplier's Company Name]

_____
[Signature of Authorized Representative]
Name: _____
Title: _____
Date: _____
Company Seal: