

A large, stylized fingerprint graphic composed of numerous thin, wavy, grey lines that form a circular shape, centered behind the main title text.

Sterlite Technologies Limited

Business Partner Code of Conduct

&

Whistle Blower Policy

Version 1.3

Last updated: Sept. 12, 2022

1.1 Preamble

Sterlite Technologies Limited ("Sterlite"/"Sterlite Tech") strives to conduct its business in a manner that reflects its vision and core values. Sterlite does business with only those partners who are committed to a long term relationship focusing on mutual growth and trust. Partners are responsible for making sure that Sterlite's vision and core values are adhered to when subcontracting any portion of their obligations. Partners are individually responsible for ensuring that their employees understand Sterlite's vision and core values.

1.2 Integrity and Ethics

The Partner will conduct all its dealings in an ethical manner and conforming to the highest business standards.

All Partners with a business relationship with Sterlite shall comply with the highest level of integrity and ethical practices and shall not, directly or through intermediaries, take any recourse to any unethical behaviour (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private, including with any employee of the Company. More specifically:

- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Prevention of Corruption act, 1988, Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom.
- Shall not take any advantage of any family/ social/ political connections to obtain favorable treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with the Company.
- Shall not enter into a financial or any other relationship with a Sterlite employee that creates any actual or potential conflict of interest for Sterlite. The Partner is expected to report to the Company any situation where an employee or professional under contract with the Company may have an interest of any kind in the Partner's business or any kind of economic ties with the Partner.

The Partner will provide all possible assistance to Sterlite and vice-versa in order to investigate any possible instance of unethical behavior or business conduct violations by an employee of the other party. Either Party will disclose forthwith any breach of these provisions that comes to their knowledge to allow for timely action in its prevention and detection.

The Partner will implement appropriate internal processes, policies, guidelines and communication tools to prevent the offering of any illegal gratification in the form of bribes, kickbacks or favours, either in cash or in kind, in the course of all dealings with us. Any instance of such violations will be viewed most seriously and Sterlite reserves the right to take all appropriate actions or remedies including legal and criminal action as may be required under the circumstances.

Sterlite expects the highest standards of integrity and conduct from its partners. Any ethical or integrity issues observed or encountered including any implicit or explicit demand by Sterlite's employee, while dealing with Sterlite shall be brought to the notice of Sterlite senior management team.

Sterlite reserves the right to cancel all orders and contracts with a partner in cases where it is found that an unethical practice has been used and a Code of Conduct violation has occurred and the same has not been disclosed voluntarily by the partner.

Sterlite would encourage voluntary disclosure of the breach of Code of Conduct by its Partners and would not debar the Partner, provided that any such breach was without the knowledge of the Partner concerned.

1.3 Sterlite's No Gift Policy

Partners dealing with Sterlite shall not offer to any Sterlite employee or their family, friends, any gift, sponsorship, loan, favours or any entertainment under any circumstances.

As per Sterlite's Employee Code of Conduct, its employees are strictly forbidden to accept gifts, payments or favours of any kind whether in cash or kind from business partners.

Token gifts of nominal value, not exceeding Rs. 2500 per person/ entity and not more than once in 12 months to/ from same source, are exempt from the provisions. Sterlite Tech may ask for declaration of such gifts from its Partners as it may deem fit.

1.4 Partner's Compliance Commitment

Partners shall at all times comply with all applicable national and/or local laws, rules and regulations.

1.5 Labour & Human Rights

Adhering to all Labour Laws and Human Rights Laws, Partner shall:

- Comply with all applicable local, state and national laws regarding human rights.
- Comply with the Sterlite's Human Rights Policy, as available on the website
- Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour.
- Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.
- Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.
- Comply with all slavery and human trafficking laws. Suppliers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships.
- Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly;
- Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees.

1.6 Environment, Health and Safety

Partner and its employees shall act positively to prevent injury, ill health, damage and loss arising from its operations as well as to comply with all regulatory or other legal requirements pertaining to health, safety and environment.

All Partners are required to be aware of health, safety and environmental issues and to be familiar with laws applicable to their areas of business/work and importantly be alert to report any unsafe or illegal activity that may jeopardize the safety and health of others at the work place.

- Partners shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions, environment, health and safety.
- Partners shall follow all Environmental, Health and Safety and other operational policies of Sterlite while executing any work or contract at the company site.
- Partner will ensure that all new service offerings as well as new product designs are in compliance with the relevant environmental regulation and guidelines, at the time of implementation at Sterlite.

1.7 Protection of Intellectual Property

Partner shall take appropriate steps to safeguard and not infringe any Sterlite's confidential and proprietary information/intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with Sterlite. In case of sub-contracting, sharing of confidential information should be made with the consent of Sterlite.

Partner shall comply with the guidelines for use of the trademarks and trade names notified by Sterlite and shall not use Sterlite's trademarks and trade names without Sterlite's prior written consent.

Partner shall, under no circumstances, advertise or use Sterlite's name to market its own product or associate its company with Sterlite without written consent of Sterlite. If a Partner spots any counterfeit or infringing Company product/service, the Partner shall immediately notify Sterlite.

Partner shall not reproduce, in whole or in substantial part, any copyrighted work in hard copies, prints, video or electronic copies in violation of the copyright laws including the Company Partner Manual.

1.8 Domestic and International trade controls

Partner shall understand and follow applicable domestic and international trade control and customs laws and regulations, including, but not limited to those relating to licensing, shipping and import documentation and reporting and recording retention requirements

1.9 Sterlite Whistleblower Policy details for Partners

Every partner of Sterlite shall promptly report to the Sterlite management any actual or possible violation of the Code of Conduct or an event he becomes aware of that could affect the business or reputation of Sterlite Tech.

The Whistle Blower's role is that of a reporting party with reliable information. He/ She is not required or expected to act as investigator or finder of facts, nor would they determine the appropriate corrective or remedial action that may be warranted in a given case.

The following procedures have been adopted by the Audit Committee of Sterlite Technologies Limited (the "Company") to govern the receipt, retention, and treatment of Complaints and to protect the confidential, anonymous reporting of the same.

Receipts of Complaints

All the 'Complaints' under this policy should be reported to the Group Head - Management Assurance, who is independent of operating management and businesses. The various ways in which a complaint can be made are as under:

Web based Portal	www.vedanta.ethicspoint.com
Toll Free number	000 800 100 1681
Email	stl.whistleblower@sterlite.com
Mailing address	Group Head – Management Assurance, Vedanta, 75 Nehru Road, Vile Parle (E), Mumbai 400 099 Tel No. +91- 22 – 6646 1000, Fax No. +91- 22 – 6646 1450

Treatment of Complaints

Group Head - Management Assurance shall review the 'Complaint', and may investigate it himself or may assign another employee, any committee, outside counsel, advisor, expert or third party service provider to investigate, or assist in investigating the 'Complaint'. Director - Management Assurance may direct that any individual assigned to investigate a 'Complaint' work at the direction of or in conjunction with Director - Management Assurance or any other attorney in the course of the investigation.

Protection of Whistle Blower: The identity of the Whistle Blower will be protected by Management Assurance and Sterlite.

Access to Reports and Records and Disclosure of Investigation Results

All reports and records associated with 'Complaints' are considered confidential information and access will be restricted to members of the Audit Committee, Director - Management Assurance and any other person as permitted by the Director- Management Assurance. 'Complaints' and any resulting investigations, reports or resulting actions will generally not be disclosed to the public except as required by any legal requirements or regulations or by any corporate policy in place at that time.

1.10 Amendment to the Policy

The Company reserves its right to amend or modify this Policy in whole or in part, at any time without assigning any reason whatsoever and the same will be posted on the company website.