

CODE OF CONDUCT FOR VENDORS – INOX LEISURE LIMITED

The purpose of Code of Conduct for Vendors (the “Code”) is to conduct the business of the Company in accordance with the applicable laws, regulations, and with the highest standard of ethics and values. The matters covered in this code are of utmost importance to the Company, shareholders and other stakeholders.

Consistent with its values and beliefs, INOX Leisure Limited has formulated the following code of conduct as a guide. The Code does not attempt to be comprehensive or cover all possible situations. It encourages every Vendor (as defined below) to take positive actions which not only commensurate with the values and beliefs, but are also perceived to be so.

I. Applicability

This Code of Conduct for Vendors is applicable to all ‘Vendors’ of INOX Leisure Limited (INOX).

‘Vendors’ refers to supplier / service provider / vendor / agent / consultant / contractor, etc., including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kinds of goods or services to INOX Leisure Limited.

II. Labour & Human Rights

A Vendor of INOX shall:

- Comply with all applicable local, state and national laws regarding human rights / labour laws and any other applicable laws.
- Shall not employ any form of Child Labour.
- Have Zero Tolerance towards any form of sexual harassment against female employees.
- 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 anti-slavery and human trafficking laws. Vendors 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.
- Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees.

III. Health, Safety & Environmental Sustainability:

- The Vendors shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.
- Vendors shall follow all Environmental, Health and Safety and other operational policies of the Company while executing any work or contract at the company site.
- Vendors shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.

IV. Business Integrity:

The Vendors shall not:

- Directly or through any 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 INOX.
- 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 Prevention of Corruption Act, 1988 as amended from time to time.
- Accept, facilitate or support any form of money laundering.
- Take any advantage of any family/ social/ political connections to obtain favorable treatment or for the advancement of business or obtaining any favours.
- Enter into a financial or any other relationship with an INOX employee that creates any actual or potential conflict of interest for INOX. The Vendors are expected to report to INOX any situation where an employee or professional under contract with INOX may have an interest of any kind in the Vendor's business or any kind of economic ties with the Vendors.
- Offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor.
- Engage in any unfair or anti-competitive trade practices in violation of applicable laws.

V. Reporting of Unethical Practices & Grievance Redressal Mechanism:

- The Vendors shall ensure that an effective grievance procedure has been established to ensure that any worker/ employee, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind.
- Vendors shall also forthwith report any unethical activity or discrimination if practiced by any INOX employee / other Vendors as per INOX whistle-blower policy (uploaded on the company's website).

VI. Protection of Company's Assets

The Vendors shall take appropriate steps to safeguard and not infringe any INOX confidential and proprietary information / intellectual property / technology which come to its knowledge during the course of its business relationship / dealings with INOX. In case of sub-contracting, sharing of confidential information should be made with prior written permission of INOX.

VII. Third Party Representation:

The Vendors shall not be authorized to represent INOX or to use INOX's brands without the prior written permission of INOX. Third parties and their employees who are authorized to represent INOX are expected to abide by this Code of Conduct in their interaction with, and on behalf of INOX including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information.

VIII. Prohibition of Insider Trading:

If the Vendors becomes aware of any Unpublished Price Sensitive Information as defined under SEBI (Prohibition of Insider Trading Regulations) 2015, relating to INOX or its business, they shall not trade in the securities of INOX Leisure Limited or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Vendors becomes aware of Unpublished Price Sensitive Information about any other company, including INOX customers, suppliers, vendors or other business partners, that is obtained by virtue of their interaction with INOX, then the Vendors shall not trade in the company's securities

or engage in any other action to take advantage of that information, including passing that information on to others.

IX. Vendor's Compliance Commitment:

INOX expects the Vendors to adhere to all applicable laws and regulations and in particular comply with this Code in letter and spirit. It is the Vendors' responsibility to read and understand the contents of this Code of Conduct. As a condition of doing business with INOX, the Vendors must comply with this Code and agree to uphold such values during its business association with INOX.

The Vendors shall maintain adequate documentation to demonstrate compliance with the principles of this Code, and allow access to INOX to check compliance upon request with reasonable notice.

The Vendors shall notify INOX regarding any known or suspected improper behaviour by the Vendors relating to its dealings with INOX, or any known or suspected improper behaviour by INOX employees.

X. Access to Records:

The Vendor agrees to provide INOX access to its records in case of any breach or alleged breach of this Code of Conduct in order to allow INOX to make a fair enquiry into the breach or alleged breach.

XI. Rights

This Code of conduct is a statement of the principles, values and beliefs of the Company. This Code lays down certain policies and procedures which are to be followed by the Vendors of the Company to conduct the business of the Company. The Code does not give any rights in favor of any of its vendors, agents and service providers or any other person or entity.

XII. Waivers & Amendments of the Code:

The Company is committed to continuously reviewing and updating this Code, Policies and Procedures. Any amendment or waiver of any of the provisions of this code must be pre-approved in writing by the Company's Board of Directors or the ILL Committee of Directors for Operations and promptly disclosed on the website of the Company.

Approved by Board of Directors of INOX Leisure Limited in its' meeting held on Monday, 8th June, 2020.