



TTK PRESTIGE SUPPLIER CODE OF CONDUCT

TTK Prestige
LIMITED

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SUPPLIER CODE OF CONDUCT

01 BACKGROUND

Over the last nine decades of its existence, TTK Group has earned an impeccable reputation as an industrial house of very high level of ethical practices and good governance. TTK's high standards of integrity, impartiality, equity and objectivity are the hallmark of its dealings with its Suppliers and all stakeholders.



02 OBJECTIVE

TTK Prestige Limited (“TTK”) values its reputation for conducting business in a legally compliant and ethical manner. Consistent with this commitment, TTK wants to do business with those who share its values and culture of fair and ethical business practices. TTK has developed this Supplier Code of Conduct (hereinafter referred to as the “Code”) to guide its Suppliers as

to how to engage in ethical, responsible, and legal business practices in their operations. This Code is applicable to all ‘Suppliers’ i.e., domestic and international. Suppliers here refer to suppliers, service providers, vendors, traders, agents, consultants, contractors, joint venture partners, third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kind of goods or services to TTK.

TTK encourages all Suppliers to reflect the TTK philosophy in their working & dealings. TTK expects that all its Suppliers will also do business with parties who uphold similar values.

03 ETHICAL CONDUCT

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

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04 REGULATORY COMPLIANCE REQUIREMENT

Suppliers shall, while conducting their business comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which they operate. Further the Suppliers shall on periodical basis or at the request by TTK at any time, submit the approvals/sanctions/permission, to TTK.

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05 ACCOUNTING AND REPORTING

Suppliers shall ensure that their accounting and financial records meet the highest standards of accuracy and completeness. All financial transactions shall be reported in accordance with generally accepted accounting practices, and the accounting records shall show the nature of all transactions in a correct and non-misleading manner. The Supplier shall ensure that there are no defaults in their financial obligations and payment of taxes & dues.

Any demand or event including strike, riots, natural calamities etc. which are likely to affect supplies to TTK shall be reported immediately on being aware of the same to email ids mentioned in clause no 25.



06 BRIBERY, CORRUPTION AND MONEY LAUNDERING

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

07 TAX LAWS COMPLIANCE

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



08 MARKETING AND SALES

Suppliers shall not make false statements or provide misleading information regarding its products or their performance, including the safety and environmental attributes of the products.

09 FAIR COMPETITION PRACTICES

Suppliers shall compete fairly, ethically and within the framework of all applicable competition and anti-trust laws. Suppliers shall not without the express written consent of TTK, exchange TTK related confidential, proprietary, personal data, and sensitive information with competitors, peers or customers in any way.





10 POLITICAL INVOLVEMENT

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

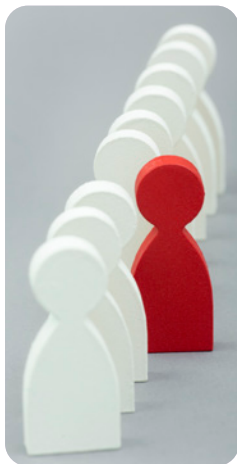
11 CONFLICTS OF INTEREST

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



12 PROTECTING TTK'S ASSETS AND MACHINERY

Suppliers shall acknowledge the ownership of TTK on all the tangible and intangible properties belonging to TTK. Further, Suppliers shall not misuse the assets of TTK but shall employ them only for the purpose of conducting the business for which they are duly authorized by TTK. These include tangible assets such as equipment and machinery, systems, facilities, materials, and resources as well as intangible assets such as Intellectual Property Rights, Processes, Know how & Technology, proprietary information etc. Suppliers are responsible for safeguarding, securing, and protecting TTK's assets and information technology from theft, destruction, misappropriation, wastage, and abuse.

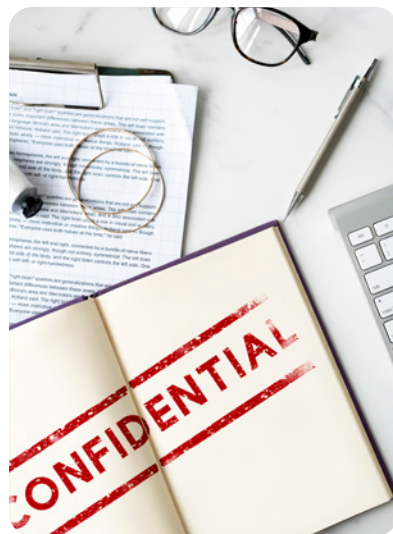


13 THIRD PARTY REPRESENTATION

Suppliers and their group companies including their third parties shall not be authorized to represent TTK or to use TTK's logos, products, processes, designs, inventions, patents, copyrights, trademarks, symbols or any other intellectual properties now or hereafter owned or controlled by TTK without the express written consent of TTK. If the supplier notices any infringement of TTK Products / TTK Brand in the market, they are encouraged to inform immediately to TTK team as per clause no 25. The Suppliers shall abide by the Trademark / Brand User Policy of TTK, as specified under Annexure – II to this Code of Conduct.

14 CONFIDENTIALITY

The Supplier shall maintain physical and electronic security for all confidential information. Supplier's employees should use extreme care in protecting TTK's confidential or proprietary information of any kind. Face to face discussions should be conducted in a secure location. The supplier shall first ensure that a Confidentiality or Non-Disclosure Agreement has been signed and is being complied with. If confidential information related to TTK and its stakeholders to be shared to comply with any statutory or authority notice, a prior written approval needs to be taken from TTK.

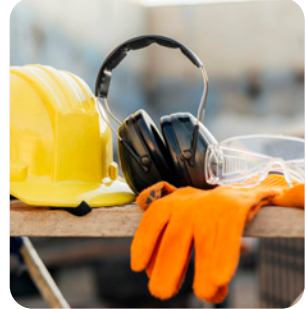


15 PROTECTING THE ENVIRONMENT

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

16 PROVIDING SAFE AND HEALTHY ENVIRONMENT

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



They shall have well-established safety procedures, preventative maintenance, and protective equipment in compliance with the law. Suppliers shall have a Business Continuity Plan to minimize business impacts in the event of major disruption like flood, fire, earthquake, strikes or any riots etc. They shall have a Emergency Response Plan to minimize harm to the employees, local community and environment and risk of business disruption to TTK in the event of a disaster. The Supplier's employees shall always be the sole employees of the Suppliers. The Suppliers shall be solely responsible and liable for all labour law compliances from time to time.

The Suppliers acknowledges that the relationship between TTK and the Suppliers is that of an independent contractor. The Suppliers, its agents or employees shall under no circumstances be deemed to be agents, employees or representatives of TTK or be authorized to enter into contracts or commitments in the name of or on behalf of TTK in any manner.

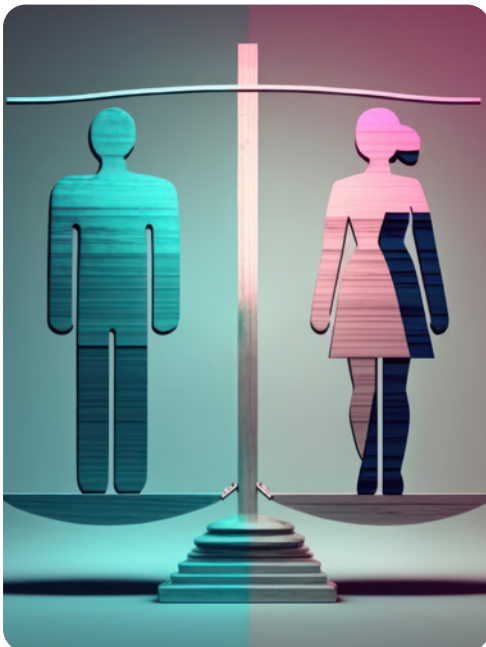
17 HUMAN RIGHTS, RESPECT AND DIGNITY

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

18 NO CHILD OR FORCED LABOUR

The Supplier shall not hire any person who is not eligible to be hired as per applicable law. Suppliers shall not use involuntary labour of any kind, including forced prison labour, debt bondage or forced labour. Additional standards include the following:

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



19 EQUAL-OPPORTUNITIES EMPLOYERS

The Supplier shall provide equal opportunities to all its employees and all qualified applicants for employment, without regard to their race, caste, religion, colour, ancestry, marital status, sex, age, nationality, and disability.

Employees of the Supplier shall be treated with dignity and in accordance with maintaining a work environment free of sexual harassment, whether physical, verbal, or psychological.

The Supplier shall not resort to unethical or corrupt recruitment practices nor retain any identification documents.

20 WAGES AND HOURS OF WORK

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



21 GIFTS AND DONATIONS

Suppliers shall not (directly or indirectly) offer any gift, gratification, entertainment, trip, discount coupons, service, or any other benefit to any TTK employee or their relatives. This includes giving or receiving anything of value exceeding INR 1000 per annum.

22 CORPORATE CITIZENSHIP

The Suppliers and their employees shall be committed to be a good corporate citizen, not only in compliance with all relevant laws and regulations, but also by actively assisting in the improvement of the quality of life of the people in the communities in which it operates, with the objective of making them self-reliant. Such social responsibility would comprise initiating and supporting initiatives in the field of community health and family welfare, vocational training, education, and literacy, providing employment to physically challenged people and encouraging the application of modern scientific and managerial techniques and expertise. Supplier and their employees shall not take any action or disseminate any information that is detrimental to the interest of the country.



23 COMPLIANCE WITH CODE

Suppliers are required to adhere to this Supplier Code of Conduct strictly. They shall promptly inform TTK when any situation develops that causes them to operate in violation of this Code. While Suppliers are expected to self-monitor and demonstrate their compliance with this Code, Suppliers shall allow TTK to audit or inspect

Suppliers' facilities to confirm their compliance when requested by TTK with reasonable notice. TTK reserves the right to take appropriate action including immediate removal of any Supplier who behaves in a manner that is unlawful or inconsistent with this Code.

Additionally, Suppliers need to exercise due diligence regarding social and environmental responsibility when sourcing materials and parts. Suppliers are urged to have their own suppliers, agents, and affiliates conduct the same due diligence to enable compliance throughout their supply chain.

Suppliers shall from time to time issue Certificate to TTK, certifying their compliance to this Code of Conduct.

Additionally, the Suppliers shall be duly governed by the Terms and Conditions of the Purchase Orders.



24 CODE ADHERENCE RESPONSIBILITY

Chief Executive Officers, Proprietors, Partners, Officers and Employees of all TTK Suppliers are responsible to ensure adherence to this Code. Suppliers to educate their employees and stakeholders on this Code of Conduct and ensure compliance.



REPORTING VIOLATIONS / QUESTIONABLE BEHAVIOUR

Suppliers who wish to report questionable behaviour or a possible violation of this Code of Conduct, may do so by making a protected and confidential disclosure through the reporting channels mentioned below:

Sl. No.	Reporting channel	Reporting Officer	Contact details	Availability
1	Email	Chief Financial Officer	saranyan.r@ttkprestige.com	24/7
2	Email	Chief Human Resource Officer	manas@ttkprestige.com	24/7

- TTK reserves the right to revise this Code of Conduct as and when required along with any other provisions.
- For any clarification on the Policy, kindly contact the office of Head Purchase / Head Sourcing.



DECLARATION OF COMPLIANCE

Suppliers will have to provide a **one-time declaration** that they have read and understood this Code, they have not done anything during the past years which would amount to a violation of this Code and they agree to strictly abide by this Code during the tenure of their engagement with TTK, till this Code of Conduct is valid unless modified by TTK.

Format for the one-time declaration is given in **Annexure – I** to this Code.

Annexure – I

SUPPLIER CODE OF CONDUCT ACKNOWLEDGEMENT

(Please send this page duly filled, signed & stamped on your Company Letter Head to TTK Prestige's Head Purchase/Sourcing.)

To:

The Head Purchase/Sourcing,
TTK Prestige Limited
Nagarjuna Castle, No.1/1 & 1/2, Wood Street,
Ashok Nagar, Richmond Town,
Bengaluru - 560 025

Sub: Declaration of Compliance to TTK Prestige Supplier Code of Conduct

I/We have gone through the TTK Prestige Supplier Code of Conduct Policy & Guidelines and have understood the content therein. We have also ensured awareness of the Code of Conduct within our employees and stakeholders.

I/We hereby declare that I/we, including our employees and stakeholders will abide by & promote the Code of Conduct guidelines set by TTK Prestige and its amendments from time to time.

We have also ensured awareness of the Code of Conduct among our employees and stakeholders.

Regards,

Supplier Name:

Supplier Code:

Authorized Signature:

Date:

Annexure – II

TRADEMARKS AND BRAND USAGE POLICY

This document (the ‘Policy’) sets the conditions under which you may use the registered, unregistered, licensed trademarks, service marks, logotypes, trade dress, trade names, product names, images, and slogans (collectively, the ‘Marks’), which belong to TTK Prestige Limited, having its Registered Office at Plot No.38, SIPCOT Industrial Complex, Hosur – 635126, State of Tamil Nadu, Republic of India, and its Corporate Office at No.1/1, and 1/2, Nagarjuna Castle, Wood Street, Ashok Nagar, Richmond Town, Bengaluru – 560025, State of Karnataka, Republic of India (‘TTK’, ‘we’), in promotional, advertising, or reference materials. We are happy when people use our Marks but you have to understand that TTK’s Marks are valuable assets for us and we wish to make the rules of such use clear for everyone.

The Intent of this Policy.

This Policy is intended to balance competing interests and provide clarity on what is acceptable practice for the Marks use. On the one hand, we need to ensure that the TTK’s Marks are and remain reliable indicators of the quality, safety and reliability that customers expect from our offerings. TTK highly values the trust of its customers, potential customers, vendors and partners, and we protect our trademark rights to ensure those expectations can be met now and in the future. On the other hand, we would like to ensure that our customers, potential customers, partners, authorized resellers, and vendors to use TTK’s Marks in ways that are reasonable and unlikely to create confusion and have guidance on those uses that we consider acceptable.

The Policy applies to all uses of TTK’s Marks and is in addition to the terms of any other permission we may have granted you regarding use of our Marks, unless otherwise specifically stated in the written consent to such use signed by TTK’s authorized signatory.

Except for the limited rights to use as expressly permitted under this Policy, no other rights of any kind are granted hereunder, by implication or otherwise. If you wish to use any of TTK’s Marks in a manner that is not expressly permitted by this Policy, or otherwise permitted by a legal exception such as fair use, please contact our Authorized Representative/s. We will be happy to consider your request. No matter how your use is authorized, any goodwill generated by use of the Marks shall inure solely to the benefit of TTK.

TTK may review this Policy from time to time and update its provisions. Please consult this Policy regularly and keep pace.

TTK Marks.

TTK Marks include any and all registered and unregistered, licensed trademarks or service marks owned or used by TTK, including logos, logotypes, trade dress, trade names, product names, images, slogans.

TTK owns the Prestige® brand with different suffixes and is the Registered owner of the Trademark Prestige in India.

TTK is the exclusive license of the Trademark Judge®, with different suffixes in India. The Trademark Judge® is owned by M/s. Horwood Homewares Ltd.

General Principles of Use for TTK Marks.

The following general requirements apply to all users of the TTK Marks.

No use without permission.

You may not use TTK Marks unless specifically permitted under this Policy, or pursuant to TTK's written consent, including the following use:

- in the name of your business, product, service, app, or other offering;
- in domain names and social media accounts and communities names, because consumers who see those are likely to assume that they are official TTK services and accounts;
- on promotional merchandise that you are selling or distributing.
- in any advertising (creative, digital, social, PPC or otherwise);
- in any metatags or any other “hidden text” utilizing any TTK Marks.

Use the full and exact Marks.

TTK's Marks should always be used in their full, exact, most-up-to-date form and color. You may not alter, animate or distort the Marks or combine them with your own trademarks or any other symbols, words, images or designs, or incorporate them into a tagline or slogan, change the color, font, proportions, or any other aspect of our graphic Marks.

Approved artwork for actual Marks of TTK can be found on our official web pages (<https://ttkprestige.com/>, <https://shop.ttkprestige.com/>).

Highlight use of the registered Marks and give credits our Marks.

While not mandatory, but we would appreciate if you mention TTK's registered trademarks and service marks with accompanied by a «TM» symbol ("™"), to indicate that it is a trademark; you may also use the «R in a circle» symbol ("®"), if the Mark in question in a registered Mark. If you are not sure, using the «TM» symbol ("™") is fine. Do not use the «R in a circle» symbol ("®") Mark on any Marks that are not registered in the jurisdiction of use.

The following notice text should appear somewhere near your first or most prominent mention of TTK Marks: [Prestige®] is a trademark or registered trademark of TTK Prestige Limited, in India. All rights reserved.

No Place for Misleading.

Any use you make of TTK Marks must not confuse consumers, and the TTK Marks must not be used in any manner that is false or misleading. So, for example, you may not use TTK Marks in a manner that falsely implies an endorsement or sponsorship, partnership by, or an affiliation with, TTK if no such relationship exists. You may not use TTK Marks in a manner that may diminish, harm, or otherwise damage the reputation of TTK or the goodwill associated with the TTK Marks. You may not use a trademark, domain name, or logos that imitates or could be confused with our Marks or falsely suggests affiliation with us.

Respect our Marks. You may not overlap our Marks with shapes or photos. Do not associate our Marks with any vulgar, obscene, indecent or unlawful materials.

Specific Requirements and Limitations for Use of the TTK Marks

Publications, seminars and conferences use guidelines.

You may use the Marks in the title or description of publications, seminars, and conferences if:

- the Marks are directly related to a specific TTK product or service that is referenced in the publication, seminar or conference;
- you express your experiences, recommendations, comments about TTK products and services. In this case, please express that these opinions are your own, use generic terms to accompany the TTK Mark, such as «service», «portal», «product» etc. to help people understand what you are talking about;

- you use screenshots of TTK product pages, but do not alter the screenshot except to resize it, do not use portions of screenshots, do not include screenshots in your product or user interface, do not use screenshots that contain third-party content, and do not use screenshots that contain an image or name of an identifiable individual or any other personal data.

You may not use the Marks:

- as the leading word or most prominent element in your publication, seminar, or conference title without our specific written consent;
- more prominently than your product or service name (e.g., in a larger typeface or higher on the page);
- in a way that could damage TTK's reputation or goodwill. For example, you cannot use our Marks in any manner that disparages TTK or our products or services or portrays TTK in a false, competitively adverse or poor light.
- If you include a trademark footnote in your materials to give notice of ownership of your trademarks or third-party trademarks, you must add the following wording to your trademark footnote: «All other trademarks are the property of their respective owners».

Partners and vendors. You may not use the Marks to identify us as your partner or client unless we provide you a written consent specifying what Marks you can use and how you can use them. For example, if TTK is your client, and the contract between is silent regarding your use of our Marks, it does not mean you can use our Marks, it means that you should request permission in writing from us.

Authorized resellers. If you are an authorized TTK reseller, you may use the Marks according to the terms of the agreement between you and TTK. In addition to the rules listed above, the following general rules are applicable:

- resellers always must include the symbol ® or ™ as appropriate on all materials using the Marks;
- resellers must obtain the Marks from the Authorized Representative of TTK;
- resellers may not register the Marks in any jurisdiction or territory and will assign all registrations to TTK, or adopt, use, or attempt to register any Marks in any jurisdiction or territory that are confusingly similar to the Marks or in such a way as to create marks using the Marks.

- reseller must obtain TTK's written approval before the Marks usage, distribution or display;
- at TTK's request, resellers must promptly modify or stop using the Marks if TTK finds that such usage does not comply with current Marks usage policies or guidelines.

Other Provisions.

- By using ours Marks, in whole or in part, you are acknowledging that TTK is the sole owner of the Marks and promising that you will not interfere with TTK's rights in the Marks, including challenging the Marks' use, or registering or attempting to register the Marks, alone or in combination with other words, anywhere in the world, and that you will not harm, misuse, or bring into dispute any of TTK's Marks.
- By using our Marks, you agree that TTK is the sole owner of the Marks and all associated goodwill. TTK will be the sole beneficiary of any goodwill associated with your use of the Marks.
- TTK reserves all rights not expressly granted herein.
- TTK may revoke the permissions generally or as applied to your use, at any time at its sole discretion.

Reporting Abuse of the Marks

- We appreciate your cooperation with TTK in any legal action, at TTK's expense, to prevent or halt any unauthorized activity with respect to the use of the Marks. Please report any misuse of the TTK's Marks to us and provide us with as much information as you can about the use you think might be infringing. We will investigate the use, and if warranted, take appropriate action in our sole discretion.

Questions

If you would like to use the TTK Marks in a manner that is not covered by this Policy, or if you have any questions regarding this Policy, please contact us.

TTK Prestige

L I M I T E D

TTK Prestige Limited

Regd. Office:

Plot No. 38, SIPCOT Industrial Complex,
Hosur - 635 126, Tamil Nadu.

Corporate Office:

Nagarjuna Castle, No.1/1 & 1/2, Wood Street, Ashok Nagar,
Richmond Town, Bengaluru - 560 025, Karnataka.

Company Identification Number: L85110TZ1955PLC015049