



# Responsible Partner Code of Conduct

Ver 1.3 2026

Ethics Department

---

## Disclaimer

1. The Responsible Partner Code of Conduct (“RPCoC”) has been drawn upon for better understanding of Core Values of the Tata Code of Conduct and its key aspects applicable to Value Chain Partners (defined hereinafter) of Tata Steel Colors Pvt. Ltd.
2. While this RPCoC aims to be comprehensive, it is not exhaustive of all the situations that Partners may encounter. They are required to exercise sound judgement and to seek guidance from the Company contact person regarding any clarification or concern.
3. This RPCoC is to be read in conjunction with the purchase order or agreement, or contract signed by the Partner, or any formal communication issued by the Company.
4. The Company reserves the right to amend or modify this RPCoC to align with regulatory requirements or address critical areas with or without prior notice to the Value Chain Partners.

## Foreword

Tata Steel Colors Pvt. Ltd (TSCPL) has epitomized its Values and Ethics in its interactions with all its stakeholders - Customers, Suppliers, Employees, Shareholders, the Government or the Society at large.

This Responsible Partner Code of Conduct (hereafter referred as ‘RPCoC’) sets the expectations from the Company’s value chain partners (hereafter referred as ‘partners’), to ensure that the same is demonstrated by them as well.

This RPCoC is relevant and applicable for the company’s suppliers, distributors, service providers, agents, any third parties and contractors, including their use of subcontractors, henceforth collectively referred as ‘partners’.

The RPCoC also applies to all employees of the partners, including but not limited to vulnerable populations such as part-time or temporary workers, workers of all genders and ages, and both local and migrant workers.

Company means “Tata Steel Colors Pvt. Ltd” or “TSCPL” and these words or expression can be used interchangeably.

## I. Introduction

Dear Partner,

The world is more connected today than a few decades back. No company can conduct its business in isolation, rather connect with various parts in its value chain, to achieve benefits of scale, quality and cost.

We firmly believe that our partners are not just an integral part of our value chain, but in fact they are our competitive differentiator and part of our corporate business model.

We take great pride in being part of one of the most respected business groups i.e. “**Tata**” renowned for its ethical business practices, philanthropy, and “Leadership with Trust”. We are subsidiary of a leading, globally diversified Indian multinational steel manufacturer like Tata Steel. We are committed to the same value system, and we conduct our business activities in a responsible manner.

Our partners also take great pride in being associated with us and such reputed brands. Being a part of our ecosystem, we expect that they understand their responsibility in maintaining the brands’ reputation. We believe that our supply chains are not just operational necessities but reflections of our values and commitments to the society.

An ethical value chain is therefore a central pillar of our corporate responsibility. We understand the significance of our partners following business practices that are morally aligned to ours. Any unethical practices or non-compliance by any partner can lead to serious consequences for the entire supply chain.

Hence, we need to incorporate ethical reflections as well as social and human rights aspects and environmental considerations into how they do business across the geographies.

Our Responsible Partner Code of Conduct (“RPCoC”) is a vital instrument that upholds our ethical principles and establishes a framework for collaboration between us and our partners. I urge you to read the complete document to recognise the responsibility that we equally shoulder.

The RPCoC needs to be understood, internalized and followed in its letter and spirit. I welcome you board and hope that this journey will be mutually rewarding.

**Praveen Venugopalan Thampi**

**Managing Director**

## II. Purpose

1. Tata Group has been a values-driven organization since its inception. The five core values in the Tata Code of Conduct (collectively “the Core Values”) underpins the way we conduct our business activities:
  - ❖ INTEGRITY  
We will be fair, honest, transparent, and ethical in our conduct; everything we do must stand the test of public scrutiny.
  - ❖ UNITY  
We will invest in our people and partners, enable continuous learning, and build caring and collaborative relationships based on trust and mutual respect.
  - ❖ RESPONSIBILITY  
We will integrate environmental and social principles in our businesses, ensuring that what comes from the people goes back to the people many times over.
  - ❖ PIONEERING  
We will be bold and agile, courageously taking on challenges, using deep customer insight to develop innovative solutions.
  - ❖ EXCELLENCE  
We will be passionate about achieving the highest standards of quality, always promoting meritocracy.
2. Tata Steel Colors Pvt. Ltd. (“the Company”), having adopted the Tata Code of Conduct (“TCoC”) is committed to the Core Values. The company believes that the Value Chain Partners (“partners”) are an integral part of its ecosystem and expects them to uphold the Core Values in their business transactions with the Company.
3. This RPCoC outlines the Company’s expectations from its partners for upholding the Core Values and the key principles elucidated in this RPCoC under three principles of 1) business ethics; 2) labour practices and human rights; and 3) environment, health, and safety.
4. Our Value chain partners are expected to adopt similar principles in dealing with their suppliers.

## III. Scope

This RPCoC applies to the third party entities providing products or services to the Company or acting on behalf of the Company, including but not limited to vendors, suppliers, contractors, subcontractors, consultants, agents, advisors, service providers, manufacturers, distributors, sales representatives, channel partners, intermediaries, and business partners (referred collectively as “Value Chain Partners” or “Partners”).

## IV. Principles of Responsible Partner Code of Conduct

### 1. Principle 1 - Business Ethics

#### 1.1. Compliance with Laws and Regulations\*

- 1.1.1. The Partner shall always maintain the highest standards of ethical conduct and is expected to comply with all the applicable local, national, and multi-jurisdictional laws and regulations (broadly and collectively, the “Laws”) related to the conduct of its business.
- 1.1.2. In case the standards mentioned in this RPCoC differ from any legal requirements provided by such Laws, the stricter of the standards prescribed in the RPCoC or the Laws shall apply.

#### 1.2. Integrity and Transparency

- 1.2.1. The Partner shall uphold integrity and transparency while doing business with the Company.
- 1.2.2. All products and services delivered must meet the timelines, quality, specifications, terms agreed and comply with applicable Laws concerning importing, exporting, re-exporting or transfer or packaging or labelling or sales or after sales of products and services.
- 1.2.3. The Partner shall accurately record and maintain information regarding its operations, financial transactions, labour, health, and safety in relation to the Company’s business transaction and shall disclose such information to the Company or entities as and when reasonably requested by the Company and/or as required by the Laws.
- 1.2.4. Partners who undertake marketing or promotional activities for, on behalf of, or with the Company shall do so without making unfair or misleading statements and in compliance with the Laws.
- 1.2.5. Partners shall responsibly source their raw materials/products/services by implementing appropriate mechanism for due diligence of its own value chain partners and supply chain traceability to support Company’s effort to mitigate ethical and/or sustainability risks.

### 1.3. Anti-Bribery and Anti-Corruption

- 1.3.1. The Partner shall not engage in any form of bribery or corruption, including offering, promising, giving, or receiving anything of value to obtain or retain business or gain an unfair advantage. Value Chain Partner shall comply with the Laws for anti-bribery and anti-corruption.
- 1.3.2. The Partner shall establish systems and processes to monitor and report on their compliance with applicable Laws related to anti-bribery and anti-corruption and promptly address and report any non-compliance as required under relevant Laws.
- 1.3.3. The Partner shall conduct due diligence on their value chain partners to ensure that they comply with anti-bribery and anti-corruption regulations.

### 1.4. Anti-Money Laundering

- 1.4.1. The Partner shall not engage in any activities that facilitate money laundering and/or engaging in transactions with individuals, groups or entities known to be involved in money laundering or terrorism or criminal activities.

### 1.5. Sanctions and Trade Controls

- 1.5.1. The Partner shall comply with applicable sanctions and trade restrictions imposed by the governments in the countries in which they operate. This would include and relate to restrictions on trade with embargoed countries, entities, or individuals, as well as restrictions on the use or transfer of certain technologies or products.

### 1.6. Competition and Anti-Trust

- 1.6.1. The Partner shall comply with applicable Anti-Trust Laws in the countries in which they operate. This includes but not limited to the Laws related to price-fixing, market allocation, or any other kind of anti-competitive behaviour.
- 1.6.2. The Partner shall compete fairly and honestly in the market. They shall not engage in any activities that could be considered anti-competitive including but not limited to predatory pricing, bid rigging, cartelization, or restrictive trade practices etc.

### 1.7. Gifts and Hospitality

- 1.7.1. The Partner shall not offer or give gifts, hospitality, or other favours to employees, officers, directors, or anyone related to the Company that could influence or appear to influence business decisions or create a conflict of interest.
- 1.7.2. Any gift or hospitality offered on festive or special occasions to employees, officers, or directors of the Company shall adhere to the Gift and Hospitality Policy of the Company.
- 1.7.3. The Partner shall never offer, directly or indirectly, any form of gift, entertainment, or anything of value on behalf of the Company to anyone including but not limited to government officials or customers, or their representatives, to obtain or retain business; influence business decisions; and/or secure an unfair advantage.

### 1.8. Conflict of Interest

- 1.8.1. The Company expects that the transactions with our Value Chain Partners shall be objective, fair and avoid even the appearance of a conflict of interest.
- 1.8.2. A conflict of interest exists when personal or financial relationships or activities impair or even appear to impair the ability to make objective and fair decisions. This includes but is not limited to Partner's Key Management Personnel's immediate family (including parents, siblings, spouse, partners, and children), relatives or a close personal relationship employed with the Company. The Partner is therefore required to give full disclosure of its personal or financial relationship with any employee of the Company, which could lead to an actual or potential conflict of interest.
- 1.8.3. The Partner shall avoid engaging in any activity that would create an actual or apparent conflict of interest that would impact their business transaction with the Company. In the event an actual or potential conflict of interest does arise, the Partner shall immediately report it to the Company.
- 1.8.4. Notwithstanding that instances of conflict of interest may exist due to any historical reasons, adequate and full disclosure should be made to the Company by the Partner.

### 1.9. Insider Trading & Confidential Information

- 1.9.1. The Partner shall respect and observe the confidentiality of information pertaining to the Company and any other third party, their patents, intellectual property rights, trademarks, and inventions; and strictly observe a practice of non-disclosure.
- 1.9.2. The Partner and their personnel shall not use any confidential information or non-publicly disclosed information, or unpublished price sensitive information obtained during their business relationship with the Company as the basis for trading or for enabling others to trade in the stock or securities of the Company. Such information may include but not be limited to information about the Company's financial information, new product development/launches, investment decisions and acquisition/divestiture of businesses.

### 1.10. Information Security and Data Privacy

- 1.10.1. The Partner shall comply with all applicable Laws relating to information security and data privacy including the Supplier's obligations under the Privacy Shield Frameworks and ensure that their own value chain partners also comply with such Laws.
- 1.10.2. Value Chain Partner shall:
  - 1.10.2.1. only collect, process, and use data for the purposes specified in their contract with the Company and comply with applicable Laws for data collection and processing.
  - 1.10.2.2. maintain reasonable and appropriate physical, administrative and technical safeguards designed to protect Personal Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction to protect any data that they may have access to, including customer data, financial data, and intellectual property.
  - 1.10.2.3. implement appropriate access controls to prevent unauthorized access to data and systems.
  - 1.10.2.4. have a plan in place to respond to data breaches or other security incidents and shall notify the Company promptly in the event of such an incident within the time frame prescribed under the applicable Laws or 24 hours of having knowledge of the breach, whichever is earlier and provide all the necessary information and assistance to investigate and mitigate the breach.

- 1.10.2.5. adhere to the Company data retention and destruction policies. They shall not retain data longer than necessary for the purposes specified in their contract and as per Laws and shall securely return or dispose off the data when it is no longer needed.

### 1.11. Company Assets and Intellectual Property

- 1.11.1. The Partner is expected to take necessary measures to protect the Company's physical, digital and intangible assets including but not limited to confidential and proprietary information, trade secrets, intellectual property.
- 1.11.2. The Partner shall use the assets of the Company in a prudent manner for the purpose of conducting the business for which they are duly authorized.
- 1.11.3. The Partner shall not use any intellectual property including trademarks, logos, patents, copyrights, trade secrets and other Company's assets physical or digital or intangible without obtaining proper licenses or permissions from the Company.
- 1.11.4. The Partner shall not cause any damage to the property, assets or manpower or any other resource of the Company.
- 1.11.5. At the request of the Company or at the end of a partnership, the Partner must return the Company's sensitive and confidential information and certify in a format acceptable to the Company regarding the satisfactory return of all sensitive and confidential information to the Company or destruction of the same.
- 1.11.6. If a Partner becomes aware of any violation of the Company's intellectual property rights, then they must notify the Company immediately and fully co-operate in all the proceedings initiated by the Company against the infringement of its intellectual property rights.

### 1.12. Publicity and Brand Name Usage

- 1.12.1. The Partner shall not issue any statements or promotional contents to the press or social media or any other media service relating to the Company or its affiliates, or their operations and/or business and/or activities with the Company without explicit prior written permission from the Company.

### 1.13. Quality of Products & Services

- 1.13.1. The Partner responsible for supplying Goods and Services shall be committed to supply them in highest quality standards and best in the industry backed by efficient after-sales service consistent with the requirements of the Company.
- 1.13.2. The quality standards of the Supplier's goods and services shall comply with applicable laws and at least meet the required national standards as well as the international standard and the Supplier should endeavour to become world-class.
- 1.13.3. The Supplier shall illustrate adequate labels, caveats, and other necessary health and safety information on its product packaging.

## 2. Principle 2 - Labour Practices and Human Rights

### 2.1. Equal Employment Opportunity & Non-Discrimination

- 2.1.1. The Value Chain Partner shall provide equal opportunities to all its employees and all qualified applicants for employment and shall not discriminate against any worker or employee based on age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, caste, religion, colour, ancestry, marital status, sexual orientation, union membership, veteran status or any other category protected by Laws, in hiring and other employment practices.
- 2.1.2. The Partner's Employee policies and practices shall be administered in a manner that would ensure that in all matters equal opportunity is provided to those eligible and the decisions are merit-based.

### 2.2. Anti-Harassment and Respectful Workplace

- 2.2.1. The Partner should ensure that their employees are treated with dignity at work and the work environment should be free of all types of harassment, whether physical, verbal or psychological.
- 2.2.2. The Partner shall prohibit harsh or inhumane treatment, violence, sexual harassment or abuse, corporal punishment, mental or physical coercion, bullying, verbal abuse, or any form of threat to their employees or workers or contractors.

### 2.3. Child Labour, Forced Labour and Modern Slavery\*

- 2.3.1. The Partner shall not employ, engage, or otherwise use any form of child labour at their workplace. The company encourages its Partners to participate in industry efforts aimed at the elimination of such practices wherever they exist in their supply chain.
- 2.3.2. The Partner shall not engage in any instance of forced, bonded or compulsory labour and/or modern slavery. All employment with the Partner shall be voluntary and employees shall be free to leave their employment in compliance with Laws and contracts. Employees or workers will not be required to surrender any government-issued identification, passports or work permits as a condition of employment.

*\* Forced labour is a legal category focused on involuntary work exacted under threat of penalty without voluntary consent. Modern slavery is a broader term encompassing interconnected human rights violations such as severe exploitation, human trafficking, debt bondage, servitude, forced marriage, and slavery-like practices.*

### 2.4. Working Hours, Wages and Benefits

- 2.4.1. The Partner shall comply with Laws and industry standards related to working hours including maximum daily and weekly work hours, overtime, and rest breaks.
- 2.4.2. The Partner shall comply with Laws related to minimum wages, duration of payment, overtime hours, equal remuneration and other elements of compensation.
- 2.4.3. All legally mandated benefits like leaves, social security, insurance, healthcare etc. shall be provided by the Partner to their employees, workers, or contractors.
- 2.4.4. Deductions, if any, from wages shall be made solely in strict compliance with the Laws.

### 2.5. Freedom of Association and Collective Bargaining

- 2.5.1. The Partner shall recognize and respect the right of their workers to associate with others, form, and join organizations of their choice, and bargain collectively, without interference, discrimination, retaliation, or harassment in compliance with Laws.

## 3. Principle 3 - Environment, Health, and Safety

### 3.1. Environmental Compliance

- 3.1.1. The Partner shall comply with Laws and industry standards relating to the environment.

- 3.1.2. The Partner is encouraged to develop and implement practices that reduce negative environmental impacts and have processes in place to optimize the use of natural resources, reduce the release of harmful emissions, solid waste, wastewater in the environment and produce environmentally compatible products and services.
- 3.1.3. The Partner shall strive for environmental sustainability, particularly regarding the reduction of greenhouse gas emissions, water use, energy consumption, minimum/no use of toxic substances, and minimum and environmentally compatible and recyclable packaging.
- 3.1.4. All required permits, licenses and registration will be obtained, maintained and kept valid at all times by the Partner including fulfilment of their operational and reporting requirements.

### 3.2. Hazardous Material Management

- 3.2.1. The Partner shall identify, label, and responsibly manage hazardous materials, such as chemicals, industrial waste, and other hazardous substances, in accordance with Laws and ensure that their handling and disposal do not harm the environment, public health or safety.
- 3.2.2. Any material safety information for hazardous or toxic substances shall be written in the primary language of the workforce. The employees and workers who encounter such materials shall be trained to handle such hazardous substances.

### 3.3. Health and Safety Management

- 3.3.1. The Partner shall provide a safe and healthy workplace for their workforce, comply with Laws and industry standards for health and safety, and adopt measures to prevent accidents, injuries, and illnesses.
- 3.3.2. The Partner shall take adequate steps to minimize the causes of hazards inherent in the working environment and provide adequate training to all its employees, workers, and contractors on health and safety matters, and their overall wellbeing.
- 3.3.3. The Partner shall provide appropriate controls, safe work procedures, preventive maintenance and necessary technical proactive measures to mitigate health and safety risks in the workplace.
- 3.3.4. The Partner shall ensure usage of appropriate Personal Protective Equipment, such as gloves, steel-toe shoes or boots, safety glasses, goggles, hearing, and respiratory protection where

applicable and made available to all workers at no cost. Further, it should be ensured that provisions are made for storing such equipment in a hygienic manner.

### 3.4. Emergency Preparedness and Response

- 3.4.1. The Partner shall develop and implement emergency response plans and maintain high level of preparedness to address potential accidents, natural disasters, and other emergencies that could impact the environment, health, and safety of their employees, communities, and other stakeholders.

## V. Partner Responsibility and Accountability

1. Partner is expected to have a written policy(s)/guideline(s) covering important areas like Human Rights, Occupational Health, and Safety, Labour Rights, Environmental Protection, Information Security, Data Privacy, Anti-Corruption and any other areas mandated by Laws.
2. Partner needs to ensure suitable communication on the principles highlighted in the RPCoC to its employees, associates, subcontractors, and others involved in providing products and/or services to the Company.
3. Partner needs to take an integrated approach to identify and assess risks, opportunities, and its impact, covering Operations, Supply Chain, Human Rights; Occupational Health and Safety; Labour Rights; Environmental Protection and Anti-Corruption issues.
4. Partner is expected to manage the risks adequately including but not limited to business continuity plans in the event of disruptions.
5. Partner needs to self-monitor and demonstrate compliance with the RPCoC. They shall actively audit and manage their day-to-day management and share relevant reports with the Company upon request.
6. The Company retains its right to audit its Partners in relation to its business transactions to confirm compliance hereof. In such an event, the Partner is expected to extend all necessary support and cooperation to the Company and/or its representatives for such audit.
7. Partner shall voluntarily disclose to the Company any failure to adhere to the standards specified in this RPCoC or the contract.

8. While the Company will work with the Partner to improve compliance, any failure to comply with the RPCoC may result in appropriate action including but not limited to suspension or termination of the relationship with the Partner.
9. If employees of any partner have been deployed on any of the premises of the company, their services will be governed by Tata Code of Conduct, Ethics / HR / IT policies as well as rules & regulations and administrative orders as may be applicable from time to time. Partner shall ensure that their employees understand and adhere to the same.

## VI. Support and Raising Concerns (Speak Up)

1. The company recognizes that adhering to the principles of the RPCoC will be a progressive and dynamic process. Therefore, Partners are expected to highlight any clarity or support that may be required with their point of contact in the Company.
2. Further, any concern related to operational and financial aspects could be raised through the appropriate team.
3. Company encourages its Partners to raise concerns or make disclosures when they become aware of any actual or potential violation of its Code of Conduct, RPCoC or any Laws. Such concerns or disclosures may be submitted through the communication channels provided in its Whistleblower Policy and channels listed in Annexure II.
4. It is incumbent on the Partner to adopt similar practices within its organisation and encourage its employees, customers, suppliers, and other stakeholders to report wrongdoings, unethical behaviour, and any suspected violations of the RPCoC, Laws, or its Code of Conduct.

## ANNEXURE I - Responsible Partner Code of Conduct Declaration

We, [Partner Company Name], acknowledge that we have read and understand Tata Steel Colors Pvt. Ltd. ("the Company") Responsible Partner Code of Conduct and agree to comply with its requirements.

We further undertake to report to the Company, any actual or suspected violation of the Responsible Partner Code of Conduct or any applicable laws in relation to our business transaction with the Company.

[Partner Company Name] acknowledges that failure to comply with the Responsible Partner Code of Conduct may result in consequential action on our business relationship with Tata Steel Colors Pvt. Ltd.

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Name of authorized signatory:**

\_\_\_\_\_

**Designation of signatory:**

\_\_\_\_\_

**Organization's name:**

## ANNEXURE II – Whistleblower channels

Partner shall promptly report when they become aware of any actual or possible violation of Tata Code of Conduct or RPCoC or any Law.

Any event of misconduct, the act of misdemeanour or act not in the interest, which could affect the business or reputation of the Company can be reported using any of the reporting channels mentioned below.

<b>Company Channels</b>	
Email and MS Teams ID	<i>ethicscounselor@tatasteelcolors.com</i>
Phone no.	<i>(020) 6621-8061</i>
QR Code	
Company’s postal address for mailing or personal meeting with Ethics office	<i>Tata Steel Colors Pvt. Ltd. - Ethics Office Floor no. 10, Kalpataru Infinia, Final Plot no. 21, Sub plot no.3 at CTS no. 15/1, Wakdewadi, Shivajinagar, Pune - 411005, Maharashtra, India</i>
<b>Third Party Helpline “Speak Up”</b>	
Web portal	<i>www.in.kpmg.com/ethicshelpline/tslindia</i>
Toll free helpline number	<i>1800 102 0875</i>
Third Party email ID	<i>tatasteel@ethicshelpline.co.in</i>
Postal address	<i>PO Box no. 71, DLF Phase I, Qutub Enclave, Gurugram 122002, Haryana, India</i>

## Summary of Changes Made to the Document

Version No.	Version Date	Prepared By	Reviewed By	Approved by	Affected Section & Description of Change
1.0	10 <sup>th</sup> December 2018	Omey Badakh	Rajiv Shah	Riten Choudhury	Document created
1.1	26 <sup>th</sup> July 2023	Omey Badakh	Rajiv Shah	Anoop Kumar Trivedi	Document updated with whistleblowing helpline details
1.2	16 <sup>th</sup> June 2025	Nayana Rokade	Rajiv Shah	Anoop Kumar Trivedi	Document adapted as per Tata group model Value Chain Partner Code of Conduct
1.3	2 <sup>nd</sup> March 2026	Nayana Rokade	Rajiv Shah	Praveen V Thampi	Changes as per new company name and brand guidelines.

