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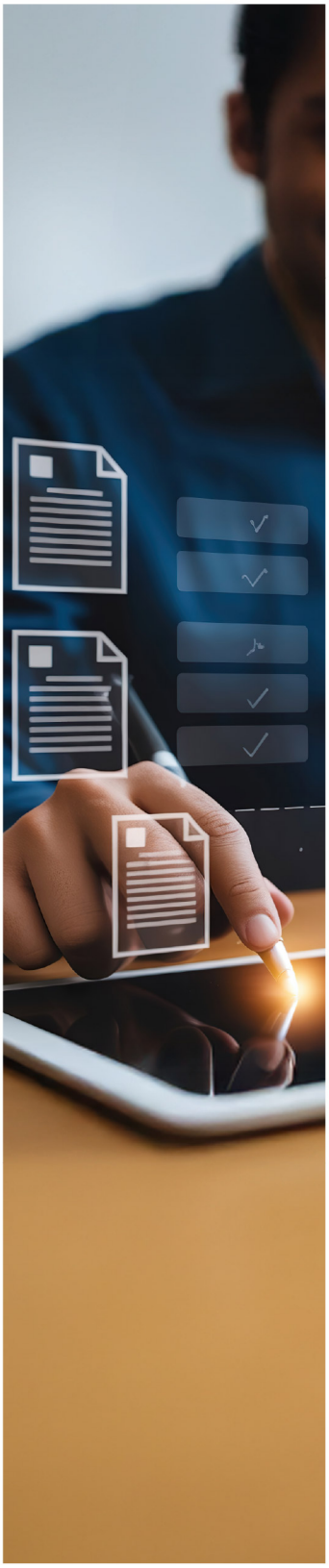

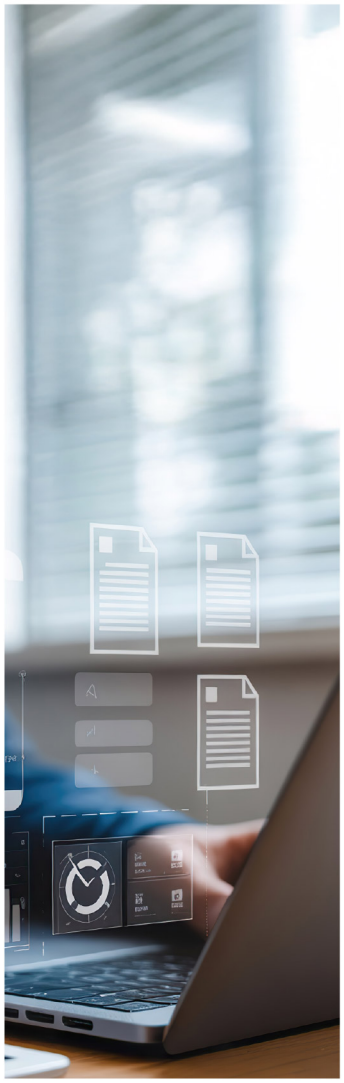

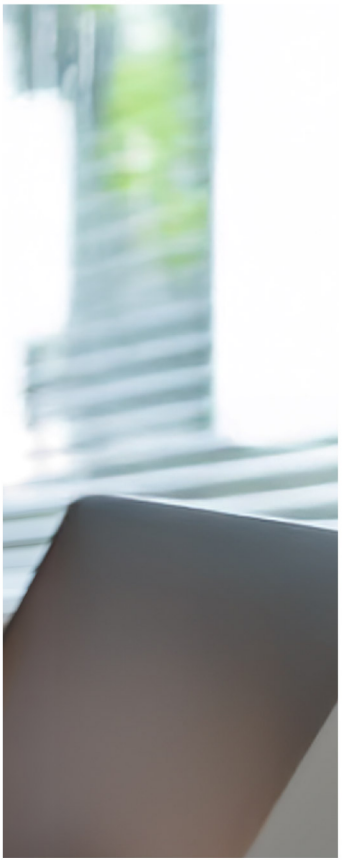

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Supplier Code of Conduct Policy

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STATEMENT OF CONFIDENTIALITY

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1. PURPOSE & OBJECTIVES

1.1. PURPOSE

What is a Supplier Code of Conduct? (CoC)

A supplier CoC is a set of standards that a company and its suppliers agree to ensure that a set level of legal, ethical, environmental and social practices are met. A CoC helps a company ensure that its suppliers engage in legal, ethical social and environmental practices that are aligned with its brand values which drives two primary values:

1. To protect a brand from damage in the occurrence of a code of conduct violation.
2. To strengthen the supplier relationship therefore encouraging continued innovation, communication, and shared investment.

1.2. OBJECTIVES

Cloud4C established its Supplier Code of Conduct in 2019, reflecting the fundamental expectations. The principals in the Code states that Cloud4C's expectation for its Suppliers on identified business practices.

In selecting suppliers, Cloud4C seeks to do business with reputable business partners who are committed to ethical standards and business practices compatible with those of Cloud4C.

This Code applies to all suppliers of Cloud4C including all of the Cloud4C Suppliers' facilities.

Cloud4C strongly encourages suppliers to exceed the requirements of this Code and promote best practices and continuous improvement throughout their operations.

2. SCOPE

This policy shall be applicable to all the suppliers of Cloud4C, its contractors, subcontractors, associated third parties who are vendors of Cloud4C or who have access to Cloud4C facility whilst supplying goods and/or providing services.

3. CODE OF CONDUCT

The Code outlines the minimum ethical standards in behavior that suppliers will aspire to meet when supplying goods to and/or providing services to Cloud4C in the areas of:

A. integrity, ethics and conduct;
B. conflict of interest, gifts, benefits and hospitality;
C. Corporate governance;
D. Labor and human rights;
E. Health and safety; and
F. Environmental management.

Compliance Requirements

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a. Always maintain payroll records documenting wages, overtime pay and hours worked.
b. Make sure official documentation that verifies a worker's date of birth, employment history and training history is adequately maintained. Cloud4C reserves the right to review this information if necessary.

3.1. COMPLIANCE REQUIREMENTS

a. Promptly notify Cloud4C if supplier become aware of any relationship that could be a conflict.
b. Notify Cloud4C if a Cloud4C employee ever requests or demands a business courtesy.
c. Supplier must familiarize with Cloud4C expectations and limits in the Cloud4C Conflicts of Interest Policy. Refer to this policy before giving a gift or other business courtesy to any Cloud4C employee
d. Cloud4C reserves the right to conduct a full audit if necessary to ensure compliance of Supplier Code of Conduct.

3.2. LABOUR PRACTICES AND HUMAN RIGHTS

As a supplier to Cloud4C, supplier shall

a. Respect the personal dignity, privacy and rights of each individual;
b. Refuse to make any person work against his or her will;
c. comply with all applicable wage laws and regulations including, but not limited, to minimum wages, duration of payment, overtime hours, equal remuneration and other elements of compensation. All legally mandated benefits viz. leaves, social security, insurance etc. shall be provided by the Suppliers to its employees. Deductions, if any, from wages shall be made in strict compliance with the applicable laws. Suppliers shall not use deductions from wages as a disciplinary measure;
d. expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses. Suppliers shall not tolerate any instance of harsh and inhumane treatment including but, not limited to, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers, including the threat of any such treatment. Suppliers shall clearly lay down and communicate to workers the disciplinary policies and procedures in this regard. Suppliers shall have a written policy that bans any form of discrimination, harassment and/or bullying4

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and provides for a grievance mechanism to address any concerns raised by its employees; and

e. Prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.

3.3. FAIR LABOR CONDITIONS

supplier shall ensure fair labor conditions. In particular, supplier will

a. Refrain from employment discrimination based on gender, age, ethnicity, nationality, religion, disability, union membership, political affiliation or sexual orientation;
b. Respect the rights of employees to freely associate and
c. bargain collectively;
d. Child labor must not be used under any circumstance. Suppliers must not employ anyone under the age of 15, under the age for completing compulsory education, or under the legal minimum working age for employment, whichever requirement is most restrictive. Not use any forced labor, including but not limited to involuntary prison labor, victims of slavery and human trafficking and allow all employees the choice to leave their employment freely upon reasonable notice;
e. engage in any instance of forced, bonded or compulsory labor and/or slavery or trafficking of people in their supply chain. All employment with Suppliers shall be voluntary and employees shall be free to leave their employment in compliance with applicable laws. Supplier shall not confiscate or request the workers to surrender any government-issued identification, passports or work permits as a condition of employment unless required as per applicable laws. Workers shall not be required to pay Suppliers recruitment fees or other related fees for their employment
f. Compensate employees fairly and follow local wage regulations and / or collective agreements, and where these do not exist, compensate employees so at the minimum they can meet their basic needs;
g. Ensure that working hours, including overtime, do not exceed applicable legal requirements, and where such requirements do not exist, we recommend that working hours not exceed sixty hours per week including overtime; and
h. Ensure that employees are allowed at least one uninterrupted day off per week.

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i. Every worker shall be treated with respect and dignity. No worker should be the subject of harassment or abuse of any type (physical, sexual, psychological or verbal).

j. All work performed for the Suppliers must be voluntary and worker must be free to leave or terminate employment at any time at their own will and without any penalty, subject to any reasonable covenants in their individual employment contract if any.

3.4. HEALTH, SAFETY AND ENVIRONMENTAL MANAGEMENT

Supplier shall provide a safe and healthy workplace for their employees and shall conduct the business in an environmentally sustainable way. In particular, supplier will

a. Formally appoint a competent person to manage health, safety and environmental programs and improvements;

b. Establish appropriate organizational structures and procedures for the effective management of health, safety and environmental risks; and

c. Ensure that all workers are sufficiently aware of these risks and appropriately trained on the implementation of control measures.

d. Material compliance and conflict minerals

At Cloud4C, we are determined to comply with regulatory and customer requirements regarding the prohibition and restriction of substances, including hazardous substances and conflict minerals. Therefore, suppliers shall ensure that the goods provided to Cloud4C are in compliance with requirements covered under the scope of all relevant regulations. In particular, supplier will

a. Declare to Cloud4C substances which are listed in the " Cloud4C List of Prohibited and Restricted Substances" and contained in the goods supplied to Cloud4C;

b. Suppliers must identify and plan for emergency situations and implement and train their workers on response systems, including emergency reporting, alarm systems, worker notification and evacuation procedures, worker training and drills, first-aid supplies, fire detection and suppression equipment, and unblocked exit facilities.

c. Suppliers must implement a regular machinery maintenance program. Production and other machinery must be routinely evaluated for safety hazards.

d. If applicable, identify any chemicals or other materials that may be released, and which may pose a threat to the environment, and manage such chemicals or materials appropriately to ensure their safe handling, movement, storage, use, reuse, recycling, and disposal.

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e. Adhere to all applicable laws, regulations, and customer requirements regarding the prohibition or restriction of specific substances in manufacturing or product design. Conform to all legal and customer requirements regarding product and packaging labeling, including material content, recycling, and disposal.
f. Identify and manage chemicals and other materials that pose a hazard to the environment, to ensure their safe handling, use, storage, and disposal. Suppliers will identify, monitor, control, treat, and reduce hazardous air emissions, wastewater, and waste generated from its operations. Suppliers will adhere to our requirements restricting use of specific substances, including labeling for recycling or disposal.
g. The Suppliers must take all necessary steps to prohibit the use, possession, distribution, or sale of illegal drugs by any worker at the workplace.
h. Implement a policy regarding conflict minerals and exercise due diligence to investigate the source of these minerals;
i. Suppliers shall comply with all applicable environmental laws and regulations such as requirements regarding industrial wastewater treatment and discharge, air emission controls, recycling, chemical and waste management and disposal, environmental permits and environmental reporting. We, at Cloud4C, is committed to produce and provide quality products in an environmental friendly manner. To achieve this objective, the Management is committed for prevention of pollution and continual improvement to enhance environmental performance, Minimize the pollution at source through environmental friendly techniques, process and practices, Develop and set the environmental objectives to be achieved within the stipulated period, and to comply with applicable environmental legislations and regulations; and
j. Respond in a timely manner to Cloud4C's requests for evidence of your compliance with these requirements.

3.5. BUSINESS ETHICS

Supplier shall conduct the business in an ethical manner. In particular, supplier will

a. All personnel of the Supplier shall deal on behalf of their company with professionalism, honesty and integrity, as well as high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be as such by third parties;

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b. All personnel of the Supplier shall, in his or her business conduct, comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which he or she operates;
c. All financial transactions shall be reported in accordance with generally accepted accounting practices, and the accounting records must show the nature of all transactions in a correct and non-misleading manner;
d. The supplier shall not accept, facilitate or support money laundering;
e. Supplier shall compete with other suppliers in a fair manner and with integrity. Supplier shall not exchange information or enter into agreements or understandings with competitors, customers or suppliers in a way that improperly influences the market place or outcome of a bidding/negotiation process;
f. Refrain from any and all forms of corruption, extortion and bribery, and specifically ensure that payments, gifts or other commitments to customers (including Cloud4C employees), government officials and any other party are in compliance with applicable anti-bribery laws;
g. Adhere to all anti-bribery and anti-corruption laws, including, but not limited to the Foreign Corrupt Practices Ac, 1977, the UK Bribery Act, 2010, the Indian Anti-Corruption Laws, 1988 and/or any anti-brbery laws applicable in the jurisdiction in which the Vendor exisits and/or is providing services to the Company.
h. Adhere to anti-trust and other competition laws;
i. Disclose to Cloud4C information regarding potential conflicts of interest relating to your activities as an Cloud4C supplier, including disclosure of any financial interest an Cloud4C employee may hold in your business;
j. Protect all confidential information provided by Cloud4C and our respective business partners;
k. Respect intellectual property of others, including Cloud4C; and
l. Adhere to international trade regulations and export control regulations.
m. Suppliers are to comply with all applicable privacy laws, information security laws and regulatory requirements where personal information of any kind is collected, shared or stored. Protecting the privacy of an individual, including workers is most important for our Company. We expect the same from our Suppliers.
n. Vendor shall not deal with any employee of Cloud4C (including any family members/relatives of any such Cloud4C employee), directly or indirectly in a manner which is outside the Vendor's scope of work and consideration, strictly adhering to Cloud4C' Anti-Bribery and Anti-Money Laundering Policies.

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o. Vendor shall, at all times keep Cloud4C apprised of any kind of commissions/additional benefits that the Vendor may be providing to any of its partners/business affiliates etc. out of the goods/services being provided by the Vendor to Cloud4C.

p. Vendor shall not at any time provide any of Cloud4C employees with gifts/benefits having a monetary value of more than $30 (USD) in any manner whatsoever. Suppliers must disclose promptly any such requests made by any of Cloud4C's personnel, officials, staff, or professionals under any contract with Cloud4C.

q. Vendor shall not host any of Cloud4C employees over luncheons/parties/dinners having a monetary value of more than $50 (USD) per head. Suppliers must disclose promptly any such requests made by any of Cloud4C's personnel, officials, staff, or professionals under any contract with Cloud4C.

r. Suppliers shall not offer any kind of direct or indirect employment to any of Cloud4C's personnel, officials, staff, or professionals under any contract with Cloud4C who are actively engaged in procurement process with them for a period of one year following separation from Cloud4C.

s. Suppliers shall comply with all anti-trust and competition laws as applicable and shall not indulge in any anti-competitive practices whether by itself or in combination with other entities. Suppliers are advised to participate actively in relevant forums to collaborate and cooperate for fair competition.

t. Suppliers shall disclose any violations of prevailing regulations and laws observed or reported to relevant stakeholders and take prompt corrective actions. It is advised that Suppliers plan for non-financial disclosures in accordance with the globally accepted standards, if not being done already.

3.6. CONFLICTS OF INTEREST

a. The duty of all personnel of supplier towards Cloud4C demands that he or she 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 with the interests or benefits of Cloud4C.

b. Suppliers must promptly communicate to Cloud4C any instances that may have the potential for a conflict of interest. Suppliers shall disclose if any of Cloud4C's personnel, officials, staff, or professionals under any contract with Cloud4C may have an interest of any kind in the Supplier's business. Suppliers are advised to conduct due diligence for any possibility of conflict of interest.

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c. This includes situations where a Cloud4C employee or director may have an interest of any kind in the Supplier's business, whether through personal relationships, investments, directorships or any kind of economic ties with the Supplier. In event of any conflict of interest arising at the time of empanelment or prior/post/during engagement, Suppliers shall promptly disclose such situations to Cloud4C.
d. Supplier should never permit their personal interests to conflict or appear to conflict with the interest of Cloud4C.

3.7. POLITICAL ACTIVITIES AND CONTRIBUTION

a. Cloud4C respects Supplier's right to engage in personal political activity, but Suppliers have to make sure that the activities are lawful and appropriate and do not involve the use of Cloud4C's time or resources.
b. Soliciting clients, vendors and employees for political contributions is generally prohibited or restricted.
c. Suppliers shall not use Cloud4C's name to solicit political contributions or engage in other political activities on behalf of Cloud4C.
d. Suppliers may volunteer for a political campaign on their own time in their individual capacity and not as a representative of Cloud4C.
e. Suppliers have the right to make personal contributions from their own funds, subject to applicable legal limits and regulatory requirements, but cannot be reimbursed or compensated by Cloud4C for any contribution made. Because Cloud4C has government entities as customers, certain Suppliers may be subject to additional limitations on their personal political contributions.
f. Cloud4C encourages involvement in charitable activities or organizations provided it does not interfere with the scope of work/obligations at Cloud4C. However, soliciting clients, vendors or employees for contributions or other participation is generally prohibited or restricted and may depend on any applicable laws governing these activities.
g. In some cases, clients or vendors may request we make a contribution to a charity or non-profit organization. Charitable contributions may not be given as a condition of or in order to influence a business decision.
h. Any contribution requested by or that would benefit a government official requires pre-clearance from Compliance Department.

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3.8. MANAGING CONFIDENTIAL INFORMATION

The Supplier agrees to protect and safeguard the confidentiality, privacy and security of any information which is not publicly available, related to the Company or its affiliates, employees, clients and other parties with whom Cloud4C and/or its affiliates may have a relationship with. The Supplier will access and use such information on a need to know basis, only for the purpose of fulfilling the obligations under the agreement with Cloud4C.

The Supplier agrees that no such information will be removed from Cloud4C without express authorization and unless absolutely necessary for the purpose of the agreement with Cloud4C and to promptly inform Cloud4C about any unauthorized access to or removal of information.

This obligation continues even after the business relationship with Cloud4C ends. The Suppliers shall not disclose any confidential information to the media, trade associations, consultants and others collecting information for various purposes. The Suppliers shall not make public statements on behalf of Cloud4C or provide confidential information in response to external inquiries unless authorized to do so.

3.9. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Rights means rights include processes to patents, trademarks, service marks, registered designs, database rights, trade or business names, knowhow, copyright (including but not limited to rights in software), design rights, domain name rights and any other intellectual property rights and rights of a similar or corresponding nature in any part of the world (in each case whether registered or not and whether capable of registration or not) possessed/used by Cloud4C. The Supplier shall take appropriate steps to safeguard and not infringe any confidential and proprietary information/intellectual property/ technology of Cloud4C which come to its knowledge during the course of its business relationship/ dealings with Cloud4C. Any intellectual property rights developed by the Supplier using the resources of the Cloud4C shall belong to the Cloud4C.

Cloud4C expects that the Suppliers or any of his associates to not copy or use unauthorized copies of:

- Newsletters, newspapers, books, letterhead, magazines, photos, artwork, musical works, audio, video, film, etc;

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- Computer software or databases;
- Trademarks, logos or brand names owned/not owned by Cloud4C;
- Other copyrighted or patented material in any manner that infringes the rights of the owner or violates copyright laws or a relevant licensing agreement.

3.10. SECURE BUSINESS

Supplier shall conduct the business in a secure manner. In particular, Supplier will

a. Implement reasonable measures for minimizing exposure of Cloud4C to security threats such as terrorism, crime, pandemics and natural disasters; and
b. When visiting or working at Cloud4C locations, follow Cloud4C's security procedures and report any security concerns to the appropriate Cloud4C channels.
c. Create, retain, and dispose of business records in full compliance with applicable legal requirements along with appropriate confidentiality to protect privacy.

3.11.1. PROCUREMENT BY SUPPLIER

Supplier shall procure goods and services in a responsible manner. In particular, supplier will

a. Select your own tier one suppliers providing goods or services directly or indirectly to Cloud4C based on them agreeing to adhere to standards comparable to those set forth in this Cloud4C Supplier Code of Conduct; and
b. When working at Cloud4C locations, only subcontract work with prior consent from Cloud4C.

3.11.2. INSPECTIONS AND CORRECTIVE ACTIONS

In order to ensure and demonstrate compliance with the Cloud4C Supplier Code of Conduct, supplier shall keep record of all relevant documentation, and provide to us supporting documentation upon request. To verify your compliance, Cloud4C reserves the right to audit and inspect your operations and facilities, at our own cost and upon reasonable notice, with or without support of a third party. If the results of such an audit or inspection cause us to be of the opinion that supplier do not comply with this Cloud4C Supplier Code of Conduct, supplier shall take necessary corrective actions in a timely manner, as directed by us. If supplier fail to comply with this Cloud4C

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Supplier Code of Conduct, then Cloud4C may take necessary action, including suspending or terminating activities as one of our suppliers.

3.11. ACCESS TO REMEDY

In the context of our business relationship, if supplier or their employees believe that the terms of this Cloud4C Supplier Code of Conduct are not adhered to, or that Cloud4C is not acting in accordance with its own Cloud4C Code of Conduct, then Cloud4C encourages to raise the concerns via the Cloud4C stakeholder reporting channels

3.12. DATA PRIVACY

a. Cloud4C has a holistic security risk assurance process which helps in identification of Information security risks through different stages of supplier relations with the end objective of safeguarding critical & sensitive information; and information systems handled by suppliers. Cloud4C expects its suppliers to comply with the applicable laws and regulations and Cloud4C's security requirements as communicated from time to time.
b. Supplier organization is responsible for agreeing on service deliverables, ensuring compliance against contractual security requirements, extending support on annual security assessments, ensuring timely notification of incidents and notifying major changes/vulnerabilities to Cloud4C. Supplieris expected to complywith the following as applicable:
    A. Ensure that adequate security controls and practices are implemented and maintained effectively to ensure sufficient protection of Confidentiality, Integrity, and availability of i) Services provided to Cloud4C and ii) Cloud4C or Cloud4C' client data processed or stored by the service provider;
    B. Upon becoming aware of any security incident/breach involving Cloud4C or Cloud4C' client data, notify Cloud4C within 48 hours on the email ID prescribed by Cloud4C from time to time

4. REVIEW OF THE POLICY

This document will be reviewed and updated on an annual basis or when significant changes occur to the organization systems and information standards.

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