
Tata BlueScope Steel Pvt. Ltd (TBSPL) has epitomized the true spirit of Ethics in its interactions with all its stakeholders, be it the Customers, Suppliers, Employees, Shareholders, the Government or the Society at large. TBSPL expect all Suppliers to adhere to the principles of SCoC.

This Code is relevant and applicable for all Tata BlueScope Steel's suppliers, service providers, and contractors, including their use of subcontractors. This Code applies to all employees of suppliers, including but not limited to vulnerable populations such as part-time or temporary workers, workers of all genders and ages, and both local and foreign migrant workers.

Company means "Tata BlueScope Steel Pvt. Ltd" or "Tata BlueScope Steel" and these words or expression can be used interchangeably.

Ethics and Business Integrity

Bribery, Gift and Donations*

The Supplier and its employees shall neither receive nor offer or take, directly or indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits which are intended to or perceived to obtain business or uncompetitive favours for the conduct of its business and shall participate in efforts to eliminate such forms of an 'illicit payment', bribery, fraud and corruption.

Conflict of Interest*

The supplier shall not enter into financial or any other relationship with any Tata BlueScope Steel's employee that creates any actual or potential conflict of interest for Tata BlueScope Steel. A conflict of interest, actual or potential, may arise where, directly or indirectly, (a) an employee of a the Company engages in a business, relationship or activity with anyone who is party to a transaction with TBSPL, (b) an employee is in a position to derive a personal benefit or a benefit to any of his / her relatives by making or influencing decisions relating to any transaction, and (c) an independent judgment of the TBSPL's best interest cannot be exercised.

Notwithstanding that such or other instances of conflict of interest exist due to any historical reasons, adequate and full disclosure by the Supplier should be made to the Company's management.

Use of Tata and BlueScope Brand*

The BlueScope and Tata names and trademarks are owned by BlueScope Steel and Tata Sons respectively and they shall be governed by relevant manuals, codes, and agreements issued by the Joint Venture shareholders of the Company from time to time. The use of the Tata Brand is defined in and regulated by the Tata Brand Equity and Business Promotion Agreement. No third party is expected to use the Tata or BlueScope brand to further its interests without specific authorization.

Quality of Products & Services

The Supplier shall be committed to supply goods and services of the highest quality standards and best in the industry backed by efficient after-sales service consistent with the requirements of Tata BlueScope Steel to ensure their total satisfaction. 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 endeavor to become world-class. The Supplier shall illustrate adequate labels, caveats, and other necessary health and safety information on its product packaging.

Regulatory Compliance*

The Supplier of the Company shall, in his business conduct, comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which he operates. If the ethical and professional standards set out in the applicable laws and regulations are below that of the Code then the standards of the Code shall prevail.

Confidential Information*

The Supplier shall also respect and observe the confidentiality of information pertaining to Tata BlueScope Steel and any other third party, their patents, intellectual property rights, trademarks, and inventions; and strictly observe a practice of non-disclosure.

Data Protection

The Supplier shall (i) comply with all data protection and privacy laws applicable to the processing of personal information/data, including the Supplier's obligations under the Privacy Shield Frameworks; (ii) process Personal Data only for the purpose of providing the Goods/Services to Customer; and (iii) maintain reasonable and appropriate physical, administrative and technical safeguards designed to protect Personal Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction (iv) shall comply to General Data Protection Regulation (GDPR) in EU law on data protection and privacy for all individuals.

Protecting Company Assets

The Supplier shall ensure the assets of the Company are not misused and shall use in a prudent manner in such a way that the Supplier uses its own assets. The Supplier shall employ the assets for the purpose of conducting the business for which they are duly authorized. These include tangible assets such as equipment and machinery, systems, facilities, materials, resources as well as intangible assets such as information technology and systems, proprietary information, intellectual property rights, relationships with customers and suppliers, etc. The Supplier shall not cause any damage to the property, assets or manpower resource of the Company.

Intellectual Property*

Each supplier must ensure that its own supply network protects the intellectual property rights of others. Suppliers must take reasonable steps to ensure that their vendors, through all tiers, safeguard sensitive and confidential information. Suppliers must avoid transmitting information from other customers to Tata BlueScope Steel without written permission. If a supplier becomes aware of any violation of Tata BlueScope Steel's intellectual property rights, then the supplier must notify Tata BlueScope Steel immediately and fully cooperate in all the proceedings initiated by the Company against the infringement of its intellectual property rights.

A supplier must not register any intellectual property of Tata BlueScope Steel's in the supplier's own name, nor use Tata BlueScope Steel's intellectual property for any other purposes. At the request of Tata BlueScope Steel or at the end of a supply relationship, a supplier must return Tata BlueScope Steel'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.

Workplace and Labour

Work Environment and Non Discrimination*

The Supplier shall provide equal opportunities to all its employees and all qualified applicants for employment without regard to their race, caste, religion, color, ancestry, marital status, sex, age, nationality, disability, veteran status or any other category protected by applicable law. 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. Suppliers' Employees should be treated with dignity and work environment should be free of all type of harassment, whether physical, verbal or psychological.

Wages and Benefits

The supplier will comply with all applicable wage and hour laws & regulations, including those relating to minimum wages, overtime and other elements of compensation, and will provide all legally mandated benefits.

Underage and Involuntary Labour*

The supplier will not use child labor. A child is a person who is either younger than 15, or younger than minimum age required as per applicable law. The supplier will not use forced or involuntary labor of any type, examples forced, indentured, involuntary prison labor or otherwise.

Occupational Health and Safety*

The supplier will protect their employees from chemical, biological and physical hazards and physically demanding tasks in the workplace as well as from the risks associated with any infrastructure they use. The supplier will provide appropriate controls, safe work procedures, preventive maintenance and necessary technical proactive measures to mitigate health and safety risks in the workplace.

Require appropriate personal protective equipment, such as gloves, steel-toe shoes or boots, safety glasses, goggles, hearing, and respiratory protection to be used where applicable and made available to all workers at no cost. Ensure that provisions are made for storing such equipment in a hygienic manner.

Health, Safety, and Environment

Health, Safety and Environment Regulations*

The supplier should comply with all applicable health, safety, and environmental regulations. All required permits, licenses and registration will be obtained, maintained and kept valid at all times. The supplier will fulfill their operational and reporting requirements.

Emergency Preparedness

Potential emergency situations and events shall be identified and evaluated. Their impact shall be minimized by implementing emergency plans and reporting procedures.

Resource Conservation and Climate Protection

Suppliers are expected to use natural resources (e.g. water, sources of energy, raw materials) in an economical way. Negative impact on environment and climate will be minimized or eliminated at their source or by practices

such as the modification of production, maintenance and facility process, material substitution, conservation, recycling, and material utilization.

Waste and Emissions

The supplier will have systems in place to ensure the safe handling, storage, movement, recycling, reuse and management of waste, air emissions and wastewater discharge. Any of these activities that have the potential to adversely impact human or environmental health will be appropriately managed, measured, controlled and handled prior to the release of any substance into the environment. Suppliers to have systems in place to prevent or mitigate accidental spills and releases into the environment.

Whistle-blower Policy*

Every Supplier or employee of The Supplier shall promptly report to the Ethics Counsellor (ethicscounselor@tatabluescopesteel.com) when he/she becomes aware of any actual or possible violation of the Code or any event of misconduct, act of misdemeanor or act not in the Tata BlueScope Steel's interest, which could affect the business or reputation of the Tata BlueScope Steel or any other Tata or BlueScope company.

Declaration by Vendor

We confirm that we have complied /will comply with the principles expressed in this SCoC and maintained/will maintain a documentary record of compliance which will make available to Tata BlueScope Steel at any time upon request.

Company Name

| | |
|--|---|
| _____ | _____ |
| Name of Company Representative (mandatory) | Name of Company Representative (optional) |
| _____ | _____ |
| Designation of Company Representative | Designation of Company Representative |
| _____ | _____ |
| Signature with Stamp of Company | Signature with Stamp of Company |
| _____ | _____ |
| Date: | Date: |

*All clauses mentioned in the Supplier's Code of Conduct will be governed by Tata BlueScope Steel's internal policies published and updated regularly on its website. Suppliers are expected to visit <https://tatabluescopesteel.com/about-us/corporate-governance> for more details