DYNAMATIC TECHNOLOGIES LIMITED

DYNAMATIC

SUPPLIER CODE OF CONDUCT

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Introduction

Dynamatic Technologies Limited (DTL), since its inception in 1973, has evolved into a leading global manufacturer and Supplier of highly engineered products across various industries such as aeronautics, automotive, hydraulics, homeland security, and medical applications. The company, guided by the values and ethical principles of its founder, Late Shri Jayant Kumar Malhoutra, has always been committed to the highest standards of business ethics. As a socially responsible global corporate citizen, DTL expects its Suppliers to follow similar principles. DTL values environmental sustainability and adheres to ESG principles, expecting its Suppliers to minimize their environmental impact by implementing sustainable practices, reducing waste, recycling, and conserving natural resources.

"Supplier" means any Firm, Company, Corporation, Person, or other entity that provides, sells, or seeks to sell, any kind of goods or services to DTL, including the Supplier's employees, agents, and other representatives.

1 Business Ethics and Anti-Bribery

As a global company, Dynamatic Technologies Limited (DTL) adheres to all relevant anti-bribery and corruption laws, including the Prevention of Corruption Act, 1988 (India), the U.S. Foreign Corrupt Practices Act (FCPA), and the U.K. Bribery Act 2010, as amended. Suppliers must comply with these laws in both letter and spirit. DTL has a zero-tolerance policy for bribery and corruption, which contradict our core values. This prohibition extends to third parties acting on our behalf, such as agents, consultants, Suppliers, and contractors. Suppliers must ensure they never offer, directly or indirectly, any form of gift, kickback, entertainment, or anything of value to anyone on behalf of DTL, including government officials, customers, or their representatives, to obtain or retain business, influence business decisions, or secure an unfair advantage.

2 Confidentiality

Suppliers shall ensure that confidential or proprietary information about DTL, our clients, employees, or other parties, gained through employment or affiliation with DTL, is not used for personal or professional advantage. This confidentiality extends to employee data, personal data, and any third-party information shared by DTL.

3 Data Privacy

DTL, along with its subsidiaries, ensures compliance with all applicable data protection laws and contractual requirements. DTL is committed to upholding the highest data protection and privacy standards concerning all Supplier data and Personally Identifiable Information (PII), also referred to as Personal Data. We expect our Suppliers to adhere to similar standards when processing such Personal Data, including sensitive personal information. DTL's and its subsidiaries' Suppliers are expected to follow the highest data security protocols of its customers and vendors. Any incident involving the leakage of personal data of any customers or vendors must be immediately reported to DTL. The Supplier is expected to fully cooperate with DTL and provide reasonable access to data processing facilities for investigations into the reported data breach incident.

4 Human Rights, Respect and Dignity:

Our Suppliers shall support and respect the protection of internationally proclaimed human rights and ensure their operations are not complicit in human rights abuses. Suppliers are expected to maintain workplaces free from forced labour, child labour, harassment, harsh treatment, violence, intimidation, corporal punishment, physically abusive disciplinary practices, mental or physical coercion, verbal abuse, and discrimination. They should also respect the rights to freedom of association,

participation, and collective bargaining, and provide access to appropriate grievance redressal mechanisms. This involves working constructively with recognized employee representatives to promote the interests of employees and, in locations where employees are not represented by unions, providing opportunities for employee concerns to be heard.

5 No Child or Forced Labour:

The Supplier shall not hire any person under the age of 18. Suppliers must not use involuntary labour of any kind, including forced prison labour, debt bondage, or forced labour. Additionally, Suppliers must comply with all applicable child labour laws, including those related to hiring, wages, hours worked, overtime, and working conditions, and must maintain official documentation verifying a worker's date of birth, employment, and training history. DTL reserves the right to review this information as needed.

6 Equal Opportunities Employer:

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.

7 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.

8 Compliance with Laws

Suppliers shall fully comply with all applicable national and/or local laws and regulations, treaties and industry standards including, but not limited to, those related to labour, immigration, health and safety and the environment. The Suppliers shall maintain all records of such compliance as mandated under the applicable laws and provide the same to DTL upon request.

9 Conflict of Interest

This includes situations where a DTL employee or director may have any form of interest in the Supplier's business, whether through personal relationships, investments, directorships, or any kind of economic ties with the Supplier. In the event of any conflict of interest arising at the time of empanelment or during, prior to, or after engagement, Suppliers must promptly disclose such situations to DTL.

Decisions made by our business partners (vendors, Suppliers, or service providers) must be based on factual considerations and not be improperly influenced by personal interests. If any business partner becomes aware of a potential conflict of interest, they must communicate this fact to DTL immediately.

10 Insider Trading

DTL complies with SEBI (Prohibition of Insider Trading) Regulations, 2015 and the applicable Securities laws of the respective countries where we have business dealings – sales or procurement. During engagement, if the Supplier becomes aware of any Unpublished Price Sensitive Information ("UPSI") relating to DTL, the Supplier shall ensure:

a Not to disclose UPSI to anyone inside and/or outside DTL including family and friends

b Not to trade in the securities (equity /derivatives) of DTL either through self or through Portfolio Investment services provider or through immediate relatives till such UPSI is available in public domain.

11 Health & Safety

DTL expects its Suppliers to provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations. Suppliers shall ensure that all legal requirements including but not limited to occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food and housing are addressed. Suppliers shall take adequate steps to minimize the causes of hazards inherent in the working environment. Suppliers shall take adequate steps to address the issue of substance abuse and shall prohibit the use, possession, distribution or sale of illegal drugs in their supply chain,

12 Intellectual Property Rights

Suppliers shall take all steps to adhere to the intellectual property rights of DTL including but not limited to the DTL copyrights, patents, trade secrets and trademarks.

13 Environment & Community

Suppliers shall develop, implement, and maintain environmentally responsible business practices. We expect our Suppliers to adhere to DTL standards on environmental protection and work towards following objectives while transparently reporting on their efforts:

- Energy and Emissions: monitor energy consumption, move to renewable sources of energy and reduce GHG emissions.
- Water: reduce the consumption of freshwater, reuse and recycle wastewater.
- Waste: segregate waste at source and adopt scientific practices in waste disposal and eliminate single use plastic from their operations. Monitor pollution of air, land, water (and noise pollution) and make necessary efforts to eliminate pollution.
- Biodiversity: Protect biodiversity and preserve flora and fauna.

  Suppliers shall ensure its operations are in harmony with community stakeholders and shall not infringe upon land, forest and water rights of the community.

14 Management System

DTL is certified to ISO 9000, 14001, 45001, 27001, 27701, and sector specific certifications such as AS 9100,13485, and 15489. DTL has committed to an ESG vision 2030 and has embraced the requirements of GRI.

DTL encourages its Supplier organizations (from the origin of service or goods provided) to get certified to applicable industry- specific certifications including ISO certifications and make Sustainability/ ESG disclosures in line with the standard requirements mentioned above. ISO certifications, disclosures on ESG and associated ratings and periodic upgradations to demonstrate robust practices in the respective domains will be among important considerations for long term business relationship with DTL.

Suppliers must set up a management system and maintain documentation necessary to demonstrate compliance with the Supplier Code. The system shall be designed to monitor and ensure (a) compliance with applicable laws and regulations; (b) conformance with the Supplier Code; and (c) identification and mitigation of operational risks related to the Supplier Code.

15 Animal Cruelty Prevention

DTL respects and values the life and existence of all living beings, not just that of human being. Suppliers who are in business relationship with us are expected to prohibit any sort of animal cruelty and treat all living beings in its campus and business environment with love and compassion.

16 Obligations of Suppliers:

Suppliers shall ensure that the Supplier Code is communicated to their employees, subsidiaries, business partners and subcontractors involved in providing services to DTL in the language known to them and that they abide by the same. Compliance with the Supplier Code is required in addition to any other obligations in any agreement a Supplier may have with DTL.

Suppliers must self-monitor and demonstrate their compliance with the Supplier Code. Suppliers shall actively audit and manage their day-to-day management and share reports with DTL upon request.

DTL reserves the right to conduct audits with prior intimation to Suppliers. Without limitation, such audits may include Environmental, Social, Governance (ESG) parameters, Sustainability, Social compliance, Information security, Business continuity, applicable Statutory and regulatory compliances and adherence to other contractual commitments (SLAs, quality of delivery etc.).

These audits and assessments may be performed physically at Suppliers' premise, virtually or in hybrid mode (partially physical and partially virtual) by DTL or by its nominated third party. Suppliers shall support such audits in their organization in line with outlined scope of audit. Adherence to the audit timelines and production of relevant artifacts sought during audit and submission of corrective action with appropriate evidence to all the audit findings within the timelines is mandatory. While DTL will work with Suppliers to improve compliance, failure to co- operate or comply to the audit requirements may result in appropriate action including but not limited to termination of the services with the Supplier.

17 Quality Accountability

Suppliers shall ensure that the quality of product/service delivered shall be in-line with all the contract terms and conditions. Suppliers shall adhere to all applicable laws and regulations regarding prohibition or restriction of specific substances, including labelling of products, if required.

18 Compliance with the Code of Conduct

DTL reserves the right to take reasonable steps to verify Supplier's compliance with this code of conduct mandates as the part of its business engagement protocols. DTL will contact the Supplier beforehand to agree on the scope, time and place of such controls. Suppliers understand and agree that the compliance with this Supplier Code of Conduct is preliminary condition to do business with DTL and will implement and practice the values of this Supplier Code of Conduct in its true spirit and not just in mere words.

Simultaneous employment with competitors, Suppliers, vendors, agents even in a consultant's capacity is strictly prohibited. Employees are also prohibited from acting in a manner that would benefit or support competitors or from undertaking any activity which may jeopardize the interests of the organization. Employees must disclose in writing to the HR and Legal/Compliance Departments of the Company if they have any interest which may potentially conflict with the business interests of the Company.

19 Reporting Violations

The Supplier shall promptly notify DTL regarding any known or suspected improper behaviour by the Supplier relating to its dealings with DTL and/or any known or suspected improper behaviour by Employee of DTL by sending email to **investor.relations@dynamatics.net.**

Reported violations will be treated strictly confidential without retaliation.

DTL SUPPLIER CODE OF CONDUCT

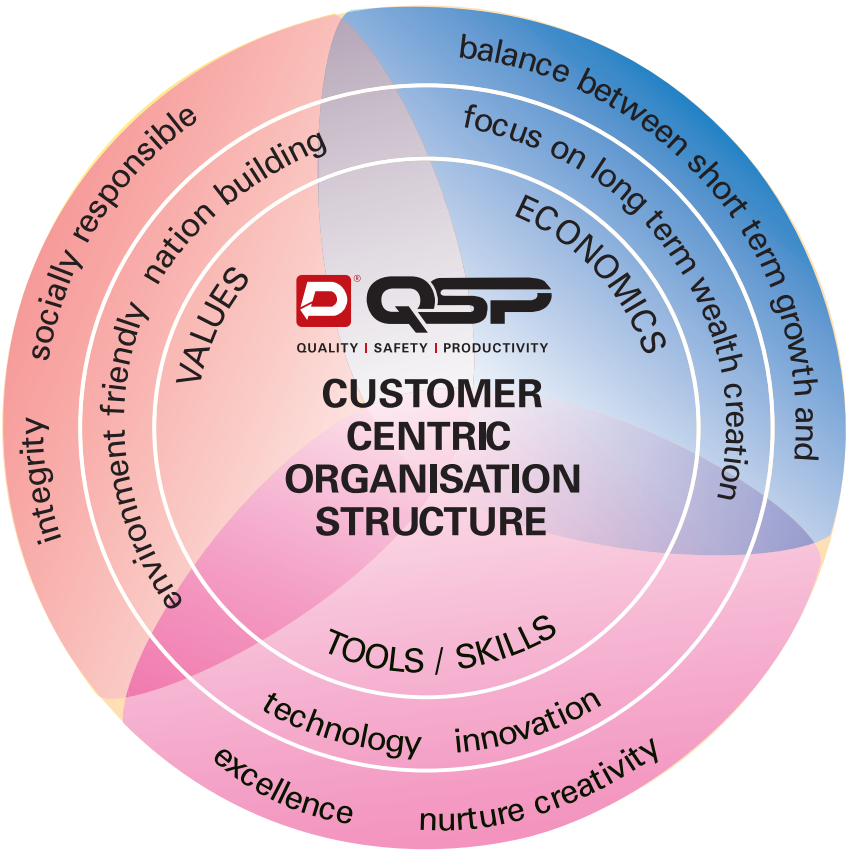
COMPLIANCE COMMITMENT

We hereby confirm that we have received the DTL Supplier Code of Conduct and commit to comply with it in letter and spirit. We are also aware that the clauses/provisions of the Code form an integral part of Agreement/Contract executed with DTL.

We understand that DTL reserves all rights, upon reasonable notice, to check compliance with the requirements of DTL Supplier Code of Conduct.

We understand that DTL encourages its Supplier to implement their own binding Code of Conduct and agree that we will be responsible for complying obligations under this Code. We also understand that failure to adhere this Code would attract the disciplinary consequences including termination of Agreement/Contract.

Name of the Supplier	
Signature of Authorised Signatory	
Name & Designation of Authorised Signatory with Seal / Stamp	
Place	
Date	



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