

## **EPL Sustainability Compliances**

- ✓ **Compliance:** The Seller shall perform its obligations in strict compliance with; all applicable laws(including Environmental, Labor & Human Rights laws) , rules, regulations, notifications and guidelines of Government and other local authorities; including any amendments and reenactment thereof and shall obtain and keep valid and subsisting all licenses, permissions, registrations and permits required including relating to manufacture, procure, sale, supply, transportation and delivery of the Goods. The Seller agrees that it shall further obtain necessary approval, registration, clearance etc as may be desired by the EPL from time to time.
- ✓ **Compliance with Sanctioned Laws and restriction on dealing with Sanctioned Persons Definitions**
  - a) "Laws" shall mean all statutes, laws, ordinances, regulations, rules, codes, policies, orders, injunctions, judgments, determinations, directives, rulings, decrees, policies or any other provision, decision or requirement having the force and effect of law issued by any governmental authority.
  - b) "Sanctions Laws" shall mean all economic or financial sanctions Laws, measures or embargoes administered or enforced by the United States (including the U.S. Department of the Treasury and the U.S. Department of State), the European Union, China, or any other relevant sanctions government authority.
  - c) "Sanctioned Jurisdiction" shall mean any country or region that is the subject or target of a comprehensive embargo under Sanctions Laws (which currently comprise Cuba, Iran, North Korea, Syria and the Crimea region of the Ukraine).
  - d) "Sanctioned Person" shall mean any individual, entity, or vessel that is the subject or target of sanctions under Sanctions Laws, including:(a) any individual, entity, or vessel listed on any U.S.,EU, Chinese or other sanctions-related list (including the List of Specially Designated Nationals and Blocked Persons by the U.S.Department of the Treasury is Office of Foreign Assets Control ("OFAC"); (b) any individual ordinarily resident or located in a Sanctioned Jurisdiction or any entity organized under the laws of a Sanctioned Jurisdiction; or (c) any entity that is 50% or more owned or otherwise controlled by one or more individuals or entities described in paragraph (a) or (b) above;
  - e) "Ex-Im Laws" means all U.S. and non-U.S. Laws relating to export, re-export, transfer, and import controls, including Export Administration Regulations, the International Traffic in Arms Regulations, the customs and import Laws administered by U.S. Customs and Border Protection, and EU Dual Use Regulation (Regulation (EC) No. 428/2009).
    - i) Supplier or Party means and includes the Supplier, Vendor, Supplier, Contractor, Service Provider and/or person with whom the EPL LIMITED/the Company/its subsidiaries are entering into agreement or business arrangement or issuing purchase order (PO).
- ✓ **Jurisdiction, Governing Laws and dispute resolution:** All EPL Purchase Orders (PO) will be governed in accordance with the law of country where PO is created. All disputes are subject to exclusive jurisdiction of the Court, forum and authorities. All communication and documents between the parties shall be in English. If any dispute arises in respect of the PO, the Parties shall endeavour to settle the disputes amicably by discussion or conciliation in good faith. If such negotiations or conciliation do not settle the disputes, within two months, the Parties agree to submit the matter for arbitration. All disputes and claims relating to rights, obligations and/or any other matter, in relation to the Goods and PO, shall be referred to a sole arbitrator, if the Parties agree upon one, otherwise shall be referred to arbitration Act of respective countries and decision of such arbitral tribunal shall be final and binding to the Parties. The place of arbitration shall be as decided by both parties amicably and the language of arbitration proceeding, documents and award shall be English. Parties shall prompt to follow instruction and procedure as may be determined by the arbitral tribunal. Arbitral tribunal shall conclude the arbitration proceeding and issue final award as early as possible. Fees of arbitral tribunal and other cost, expenses etc shall be borne by suppliers, unless the arbitral tribunal requires to bear and pay by any particular party.
- ✓ **Ethics and no bribery:** In relation to the performance of this PO, the Seller and its employees and agents; shall not pay or promise to pay directly or indirectly of any moneys or anything of value to any government officials or other persons with intent to influence any act or decision; shall not do anything which amount to bribery, Extortion, kickbacks or other unlawful or improper means of doing business

or favour; and shall observe sound managerial standards and ethical business practices. Whistle blowing: In case the Seller observe any misconduct, policy breach, bribe, payoff and non-compliance by employees or associates or agents of the EPL, the Seller should report the same with dates, details, evidence etc. to compliance officer or person as mentioned on Company's website [www.eplglobal.com](http://www.eplglobal.com)

- ✓ **Covenants** The Supplier agrees and covenants that:
  - a) For the purposes of performing services to the Company during the terms of the Agreement/PO, the Supplier: (a) shall comply with all Sanctions and Ex-Im Law ;(b) shall not conduct any business, directly or indirectly, in any Sanctioned Jurisdiction or with any Sanctioned Person.
  - b) On an annual basis, Company may audit the activities and records of the Supplier, as those records pertain to this Agreement/Poi Company becomes aware of any allegations, suspicions, or evidence of conduct that would raise questions concerning Supplier's compliance with this Agreement or any Sanctions or Ex-Im Laws, then Company will be entitled to investigate such allegations, in which case the Supplier shall fully cooperate in timely manner with such investigation by Supplier or any third party appointed by Supplier to perform such investigation.
  - c) The Supplier agrees that all of the representations contained in this section shall remain true and accurate throughout the term. The Supplier shall inform Company immediately if it becomes aware that it has potentially breached any Sanctions or Ex-Im Laws, or any other change that would render any of the representations or covenants in this section untrue or inaccurate. Supplier acknowledges that its failure to abide by the provisions of this section shall be deemed a material breach of this agreement. Without prejudice to any other rights or remedies that may be available to Company under this agreement or under applicable Law, in such case Company may in its sole discretion immediately terminate this agreement upon written notice to the Supplier. The Supplier represents and warrants that it will indemnify Company for any and all liability or damages that arise out of or are related to any claims of third parties that result from violations of Sanctions or Ex-Im Laws.
- ✓ **Confidentiality:** The Seller shall ensure and always keep confidential about the terms of the PO, discussion, communications, documents and details relating to the Goods and the PO, even after termination/expiry of the PO, except disclosure necessary under law

Note: All the suppliers will have an eco-friendly or environment friendly way of working with consideration given to minimise the fuel consumption, leakage, spillage of the fuel and maintained engine working effectiveness to minimise pollution to environment. Along with this wherever possible importance will be given for recycling, reuse or reworking of the material used for supply purpose. All the vehicles will have fitness certificate & all the drivers shall be provided training on defensive driving and disciplined way of driving (example speed limit, lane crossing etc) .All the drivers will have a valid driving licence & during driving, the usage of mobile phones & no drunken driving will be permitted