

CODE OF CONDUCT FOR INTERMEDIARIES INCLUDING CONSULTANTS / AGENTS/BUSINESS PARTNERS / VENDORS

At L&T VALVES LTD, we believe that sustainability is essential component of our business operations. As an engineering and construction conglomerate we purchase raw materials, fuels, finished and semi- finished goods and services from suppliers to secure sustainable success of our customers by providing innovative solutions for products and services.

We expect our suppliers to comply with applicable regulatory requirements and the Code of Conduct. Further more we expect our suppliers to introduce suitable processes within their organizations that support such compliance and drive continuous improvements with regard to the requirements included in the following L&T VALVES LTD's Code of Conduct.

1. I / We hereby recognize that as a matter of corporate policy, L&T VALVES LTD/Group companies expressly prohibit financial or other advantages directly or indirectly including payment of bribes or any facilitation money or grease payments in connection with its business operations by any intermediary including consultant/agent/business partner/vendor or contractor or sub-contractor, engaged to provide goods and/or services to L&T VALVES LTD/Group companies and/or its clients.
2. I/We hereby confirm that I/we shall abide by the provisions of the Code of Conduct of L&T VALVES LTD/Group companies and the provisions of all applicable domestic and international laws including but not limited to anti-bribery and anti-corruption laws such as FCPA and UK Anti-Bribery Act, 2010 and appropriate standards and principles and have valid authorizations, licenses and permits to carry out such business. I/We hereby represent and warrant to L&T VALVES LTD/Group companies that I / we have in place adequate policies, systems, controls and procedures designed to comply with all applicable domestic and international laws especially related to Anti- bribery law, all applicable domestic and international laws and generally accepted standards of business ethics and conduct.
3. I/We will comply with all applicable laws and regulations that prohibit money laundering, support and financing of terrorism and that require the reporting of cash and suspicious transactions. I/We will only conduct business with customers involved in legitimate business activities, with funds derived from legitimate sources.
4. I/We shall not, directly or indirectly, make, offer or promise to make or authorize provision of financial or other advantages including any funds,

services, gifts or entertainment, directly or indirectly to any person holding position or otherwise, to or in favour of any third party, employees of L&T VALVES LTD/Group companies, customers or any government official or agency, in connection with the performance of this agreement/work order / contract or in connection with any other business transactions involving L&T VALVES LTD / Group companies and/or its clients.

5. I/We will avoid any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. I/We will neither give nor accept hospitality or gifts that might appear to incur an obligation.
6. I/We will follow the relevant International Trade Control (ITC) regulations of all countries in which I/we operate as they relate to importing and exporting goods, technology, software, services and financial transactions.
7. I/We understand the US Foreign Corrupt Practices Act, 1977 ('FCPA'), UK Bribery Act and similar anti-bribery laws including, without limitation, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption (wherever applicable) and L&T VALVES LTD/Group companies prohibition of facilitating payments and hereby agree not to engage in any activity which could lead to accusations of breach of FCPA, UK Bribery Act or similar anti-bribery laws including the OECD Convention (wherever applicable) and L&T VALVES LTD/Group companies prohibition of facilitating payments.
8. I/We shall not take any action which places, or is likely to place L&T VALVES LTD/Group companies in violation of laws or which could be detrimental to reputation and/or the business interests of L&T VALVES LTD / Group companies. I/We shall not either directly or indirectly take any action, make any offers or representations, enter into any Agreements (oral or written) with any third party on behalf of L&T VALVES LTD/Group companies without prior written approval from L&T VALVES LTD/Group companies.
9. I/We hereby agree that in the eventuality of me/us appointing a sub-contractor (with written approval of L&T VALVES LTD), the sub-contractor shall also comply with this Code of Conduct.
10. I/We hereby agree to indemnify L&T VALVES LTD/Group companies with regard to any government or third party investigations related to or arising out of my/our alleged violation of this Code, the FCPA or similar anti-bribery laws including, without limitation, the OECD Convention.
11. I/We hereby agree to promptly report any violations of the Code to L&T VALVES LTD/Group companies and further agree that L&T VALVES LTD/Group companies has/have a right to terminate the Agreement/Work Order/Contract and recover any amounts thereto paid to me/us under the same. I/We hereby agree that I/we shall procure that my/our employees and officers shall promptly give all assistance,

information and explanations to L&T VALVES LTD/Group companies and its group companies or its employees and its professional advisors as they may reasonably request in this regard.

12. I/We hereby agree that I/we shall not buy, sell or otherwise deal in L&T VALVES LTD securities if I/we have inside information. I/We hereby agree that I/we shall not pass inside information to third parties as it is not only a breach of confidentiality but also an offence.
13. I/We hereby agree that I/we shall not discriminate in hiring and employment practices on grounds of skin colour, age, caste, gender, nationality, socio-economic background, disabilities, political or religious conviction.
14. I/We shall treat all employees with respect and will not use corporal punishment, threats of violence or other forms of physical coercion or harassment.
15. I/We shall comply with applicable working hour's regulations, wage regulations, including those relating to minimum wages, overtime compensation and other legally mandated benefits.
16. I/We shall under no circumstances tolerate unacceptable treatment of the employees, such as mental harassment, sexual harassment or discrimination.
17. I/We shall not employ any child below the age of fourteen years to work in the factory/premise. I/We support the use of legitimate workplace apprenticeship programs which comply with all laws and regulations applicable to such apprenticeship programs.
18. I/We shall comply with all applicable environmental laws, regulations and standards including assessment for feasibility of rain water harvesting systems at my premises.
19. I/We shall work towards reducing resource consumption (water, energy, fuel, electricity etc.) and waste generated from our operations.
20. I/We shall provide our employees with a safe and healthy workplace in compliance with all applicable laws and regulations
21. I/We shall implement effective programs that encompass life safety, incident investigation, chemical safety, ergonomics, etc., and provide the same standard of health and safety in any housing that is provided for employees
22. I/We shall strive to implement and aim for zero accident at our facilities
23. I/We shall maintain documentation necessary to demonstrate conformance to this Code of Conduct.

(To be printed on supplier's letterhead)

Larsen & Toubro Supplier Code of Conduct

Supplier Declaration

UNDERTAKING

I / We hereby confirm that I have read and understood the Code of Conduct for Intermediaries including consultants/agents/business partners/vendors and undertake to comply with same and all the applicable laws/statutes/directives or regulations and shall promptly notify you of any actual or suspected breach and provide all required information in this regard. Upon the occurrence of an actual or suspected breach, we shall promptly take all remedial actions as suggested by you and in the event of any failure to take such remedial measures by us, this agreement/ work order/contract or any other business transactions shall be automatically terminated with immediate effect without damages or other sanction.

Name of Company: _____

Name of Authorized signatory: _____ Place/ Date: _____

Signature & Seal

Contact person in supplier's company for sustainability (environmental & social) issues

Name: _____

Role / Department: _____

Email Address: _____

Telephone / Cell Phone _____

From: <Name of Business>, Larsen & Toubro Limited

Name of Buyer from L&T VALVES LTD: _____

Supplier Registration Number (Vendor Code) _____