



PARTNER CODE OF CONDUCT

I. Introduction

Medi Assist Healthcare Services Limited and its Subsidiary Company, Associate Company and any successor company thereof (“Medi Assist Group” or the “Company”) are committed to the highest ethical standards and expect each of its suppliers (Supplier includes partners, agents, vendors or any entity that sells or seeks to sell any goods and services to or procures any goods or services from the Company) to behave ethically in all activities when working with the Company.

II. Objective

This Code details the expectations that Medi Assist has from its suppliers in relation to ethics, labour and human rights, health and safety, environment and management practice.

III. Applicability

This Medi Assist Group Supplier Code of Conduct (this “Code”) applies to all the persons, agents, customers, vendors or entities that sells or seeks to sell any goods and services to and or procures any goods or services from Medi Assist (collectively referred to as “Supplier(s)” in this Code).

IV. General Disclaimer

This Code is no way intended to conflict with or modify the terms and conditions of any existing contract. Unless otherwise stated, in the event of any conflict, the Suppliers shall adhere to contracts.

IV. Guidelines

This Code outlines our commitment to each of our stakeholders. Medi Assist Suppliers should strive to achieve the highest standard of ethics, business conduct, working conditions and environmental Management.

The principles as set out in this Clause are not intended to be read in place of, but rather in addition to, Supplier’s contractual obligations with Medi Assist Group. In the event of a conflict of a conflict between the terms of the Suppliers contract and this Code, the contract terms will prevail.

1. **Ethics and Compliance:** Suppliers must uphold the honesty, integrity and fair dealing while doing business with Medi Assist Group, wherein it is expected from the Suppliers to accurately record correct information regarding its business activities, labour, health and safety, environment and management practice and shall disclose such information without falsification or misrepresentation, to all its appropriate parties as required by law.
2. **Labour Practice and Human Rights:**
 - 2.1. **Wages and Benefit:** Suppliers shall 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 benefit viz. leaves, social security, insurance etc. shall be provided by the Suppliers to its employees. Deduction, if any, from wages shall be made in strict compliance with the applicable laws. Supplier shall not use deduction from wages as a disciplinary measures.

2.2. **Working Hours:** Supplier shall comply with prevailing applicable laws and regulations on working hours and minimum wages, overtime, and maximum hours. Suppliers shall carry out its business in a manner that limits overtime to a level that ensures humane and productive working conditions.

2.3. **Child Labour:** Supplier shall not employ, engage or otherwise use any child labor. Medi Assist Group expects its Suppliers to not engage in any practice inconsistent with the terms set forth in the Child Labour (Prohibition & Regulation) Amendment Act 2016.

2.4. **Forced Labour/Human Trafficking:** Suppliers shall not engage in any instance of forced, bonded or compulsory labor and or slavery or trafficking of the 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 identifications, passport or work permits as a condition of employment unless required as per applicable laws. Workers shall not be required to pay the Suppliers recruitment fees or other related fees for their employment.

2.5. **Human Rights:** Medi Assist Group respects and promotes the fundamental human rights of our workforce. Medi Assist Group expects the Suppliers to uphold these same principles, including freedom from unlawful detention, forced or involuntary labour practices, and freedom of association. Medi Assist Group does not permit, condone, or otherwise accept any form of slavery and/or human trafficking as detailed above in clause 4.2.4. Suppliers shall have a written policy that bans any form of discrimination, harassment and/or bullying and provides for a grievance mechanism to address any concerns raised by its employees.

3. **Environment, Health and Safety:**

3.1. **Environment:** Medi Assist Group expects its Suppliers to observe the respective applicable national environmental laws, regulations and standards. Further Medi Assist Group also expects that the Suppliers maintain and environmental management system suitable to their business purpose in order to minimize environmental management strain and limit dangers as well as improve on environmental protection in their business. Suppliers should strive to minimize their environmental impact. They should adhere to all environmental regulations, use resources responsibly, and seek to reduce waste and emissions wherever possible.

3.2. **Health and Safety:** Medi Assist Group is committed to ensuring the safety of its employees, in the workplace or in the field. Medi Assist Group requires that

Suppliers provide their workers with safe and healthy work environment, which, as a minimum standard, is in compliance with applicable laws regarding health, safety and environment protection.

4. **Information Security:**

4.1. **Confidentiality:** Supplier shall ensure that confidential of the proprietary information about Medi Assist Group, its clients, employees or other parties, which has been gained through contract, employment or affiliation with Medi Assist Group, is not used for personal or professional advantage. The Confidential information also extends to any employee data, personal data or third party information as shared by Medi Assist Group.

4.2. **Intellectual Property Rights:** Supplier shall take all steps to protect the intellectual property rights of Medi Assist Group including but not limited to Medi Assist Group's copyright, trade secrets and trademarks.

4.3. **Data privacy and Security:** Medi Assist Group ensures that it complies with all applicable data protection laws and contractual requirements. Medi Assist Group is committed to uphold highest data protection and privacy standards with respect to all Supplier data and Personally Identifiable Information (referred as "Personal Data"). We expect our Suppliers to adhere to similar standards, when processing such Personal Data, including sensitive personal information.

5. **Anti-Corruption and Anti-bribery:**

5.1. **Anti-Corruption and Anti-bribery Laws:** Supplier must comply with anti-corruption and anti-bribery laws, its directives, including but not limited to Prevention of Corruption Act, 1988 (India), the United States Foreign Corrupt Practices Act (FCPA) and United Kingdom Bribery Act 2010 (UKBA).

5.2. **Conflicts of Interest:** Medi Assist Group expects its Suppliers, in dealing with and on behalf of Medi Assist Group to avoid doing anything that could create a perception of undue influence or call their objectivity or Medi Assist Group objectivity in question. Supplier must promptly disclose to Medi Assist Group all potential, perceived or actual conflicts of interest, including family or close personal relationships with any employee of Medi Assist Group. Our decision making and actions will not be influenced by the personal or family relationship that Suppliers may have with our employee.

5.3. **Insider Trading:** Supplier must not trade in Medi Assist securities on the basis of non-public information concerning Medi Assist Group or "tip" others who may trade in Medi Assist securities.

6. **Other Principles:**

6.1. **Quality and product responsibility:** Supplier shall ensure that the quality of the product/service delivered shall be in-line with all contracts 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.

- 6.2. **Third Party Engagement:** In the event Suppliers engage any third party to provide services/goods to Medi Assist Group, Suppliers shall ensure that such third party adheres to the Code and does not indulge in any activity that violates the terms of the Code. Suppliers shall be responsible to monitor compliance by the third party and determine that they are in accordance with applicable laws and regulations.
- 6.3. **Sub-Contracting or Outsourcing:** Suppliers must obtain Medi Assist Group's written permission before outsourcing any activities that affects their provision of goods or services to Medi Assist Group. Suppliers must disclose the identity of the third party supplier where the outsourced work will occur and whether the outsourced work activity will involve any cross border movement of Medi Assist Group Data. Suppliers will solely be held responsible for the acts and omissions of the third-party Suppliers.
- 6.4. **Communications:** Suppliers must first obtain Medi Assist Group's permission (which may be unreasonably withheld) before communicating with the media or on any public forums (including social media) their business relationship with Medi Assist Group.

VIII. Obligations of Suppliers

Suppliers must ensure that the Code is communicated to their employees, subsidiaries, business partners and sub-contractors involved in providing services to Medi Assist Group in the language known to them and that they abide by the same. Compliance with the Code is required in addition to any other obligations in any agreement a Supplier may have with Medi Assist Group.

By working with Medi Assist Group, Suppliers agree to abide by this Code, and the Company reserves the right to verify compliance with this Code. Failure to comply with this Code may result in termination of our business relationship.

We appreciate the commitment of our Suppliers to these principles, which are essential for maintaining and enhancing the quality of our services and our corporate reputation.

VII. Reporting & Whistleblowing

Suppliers are expected to notify Medi Assist Group of any material changes to their business that could undermine their ability to comply with this Code and in turn negatively impact Medi Assist Group's reputation or the reputation of Medi Assist Group's stakeholders.

Any person with reason to believe that the spirit or the principles of this Code are not being respected by Medi Assist Group's personnel or the Supplier is requested to report in writing to the Ethics Compliance Officer at eco@mediassist.com promptly upon discovery of the same.

IX. Monitoring and Review

This Code has been endorsed by the board of directors and is available to all employees and associated persons, and, where appropriate, to Third Parties such as suppliers and business partners.

The Board of Medi Assist Healthcare Services is authorized to amend or modify this Code in whole or in part, from time to time. The revised Code shall be applicable from the date of its approval by the Board.

Medi Assist Group reserves the right to vary and/or amend the terms of this Code from time to time.