Syngene

PURCHASE ORDER TERMS & CONDITIONS

Each purchase order ("Purchase Order") placed by Syngene on a supplier ("Supplier") for provision of any supply shall be governed exclusively by the following terms & conditions ("T&C's") and the acceptance of the Purchase Order constitutes an agreement to all terms and conditions specified herein, unless otherwise agreed upon in writing by both parties. The Supplier shall be deemed to be bound by the T&C's by either accepting the Purchase Order explicitly, delivering the goods or deliverables, or otherwise, performing against the Purchase Order/providing the supply.

Syngene and Supplier are hereby individually referred to as a 'Party', and collectively, as the "Parties".

1. **ACCEPTANCE OF THE PURCHASE ORDER:** The acceptance or rejection of the Purchase order shall be communicated in writing by the Supplier within two (2) working days from receipt of the Purchase Order, failing which it will be deemed that the Purchase Order has been accepted by Supplier. The Supplier must quote the Purchase Order number as reference in all challans, invoices or any other correspondence in connection with the Purchase Order.

2. **TAXES:** For all domestic supplies, taxes shall apply in accordance with prevailing government rules and regulations, as amended from time to time, including without limitation applicable Goods and Services Tax (GST), customs duties, and any other ad valorem or similar taxes imposed by any government authority in connection with the purchase of the materials. The Supplier shall be responsible for payment so such taxes and, where required by law, for collecting the same from Syngene; provided, however, that where Syngene furnishes a valid tax exemption certificate, the Supplier shall neither collect nor remit such taxes, and Syngene shall have no liability in respect thereof. All duties and taxes relating to clearance of the materials at the agreed delivery location shall be governed by the Purchase Order.
   - 2.1 The Supplier shall report and file the transaction value online in accordance with applicable GST regulations, as amended from time to time. This clause only applies to domestic suppliers.
   - 2.2 The applicable GST structure shall be determined in accordance with the regulations prescribed by the Govt. of India for supplies to Corporate, Special Economic Zone (SEZ), Export Oriented Unit (EOU), and Domestic Tariff Area (DTA) entities, as prevailing on the day of invoicing. This clause applies only to domestic suppliers.
   - 2.3 For supplies to SEZ units, the Supplier shall execute a Letter of Undertaking (LUT) or Bond in accordance with the GST regulations. Such supplies shall be treated as zero-rated, and no IGST shall be charged.
   - 2.4 For supplies to EOU, DTA, or Corporate units, SGST & CGST shall apply to intra state supplies, and IGST shall apply to interstate supplies in India.

3. **DELIVERY:** The Incoterms specified in the applicable Purchase Order shall be strictly adhered to by the Supplier. Deliveries shall be made and accepted in accordance Clause 11 below , unless otherwise agreed in writing. Time shall be of the essence. If the Supplier fails to deliver the materials in accordance with the delivery schedule stipulated in the Purchase Order, Syngene may, without prior notice and without prejudice to any other legal rights or remedies available under law or contract, cancel the Purchase Order in whole or in part and procure such materials from third-party suppliers at the Supplier's risk and cost. Without prejudice to the foregoing, in the event of delay in delivery beyond the agreed timelines, the Supplier shall

be liable to pay liquidated damages at the rate of one percent (1%) of the Purchase Order value for each week of delay or part thereof, subject to a maximum of ten percent (10%) of the Purchase Order value.

4. **PRICE:** The price specified in the Purchase order shall remain firm and fixed until complete performance and delivery under the Purchase Order. The Supplier shall raise invoices strictly in accordance with the Purchase order, including the agreed currency. Unit rates set out in the Purchase Order shall remain unchanged and shall not be subject to any adjustment on account of currency fluctuations or market fluctuations.

5. **QUALITY & MATERIAL:** Any supply of materials shall have a minimum shelf life of 80% at the time of delivery and shall strictly conform to Syngene's specifications as set out in the Purchase Order or otherwise communicated. Any exception to this requirement shall be communicated by the Supplier, and written approval shall be obtained from Syngene.

   The requirement of minimum 80% shelf life at the time of delivery shall not apply to:(a) general consumables, including but not limited to stationery, printing materials, paper products, housekeeping consumables, engineering consumables, spares, analytical consumables, and shipment consumables; and (b) materials intended for research, discovery, or early-stage development (CRO use), provided such materials are accompanied by a valid Certificate of Analysis (COA) or applicable retest/requalification certificate. This exception shall apply unless otherwise specified in the Purchase Order or where shelf life is critical to the intended use of the material, including where ageing may affect its safety, identity, strength, purity, or quality.

   The minimum residual shelf-life requirement shall also not apply to equipment, instruments, machinery, or capital assets. For such items, the Supplier shall provide the warranties, service support, performance commitments, and documentation specified in the Purchase Order and/or applicable agreement.

   Syngene reserves the right to inspect and/or test the materials and to reject, in whole or in part, any materials not meeting the required standards, including due to defects in quality, specifications, weight, dimensions, or due to delayed or non-conforming delivery ("Rejected Materials"). Upon rejection, the Supplier shall promptly (i) collect the Rejected Materials, and (ii) at Syngene's discretion, either provide replacement materials within an agreed timeline or refund all amounts paid for such Rejected Materials. The Supplier shall collect the Rejected Materials within 15 days of notification, failing which such materials shall be held at the Supplier's risk and cost, and Syngene may, at its discretion, dispose of them without further notice and without any liability. In addition, the Supplier shall be liable to pay an amount equal to 10% of the Purchase Order value or the actual testing costs incurred by Syngene, whichever is lower, in the event such testing proves that the materials do not meet the required standards.

6. **cGMP Compliance and Quality adherence:** The Supplier warrants compliance with all Syngene instructions, applicable cGMP requirements, and the terms of any Purchase Order or any Quality Agreement. In the event of any cGMP non-compliance, breach of contractual terms, or supply of materials not meeting required standards, Syngene may, at its sole discretion, reject such materials, discontinue business with the Supplier and/or blacklist the Supplier. Syngene may also impose penalties proportionate to the severity and impact of the breach. For the purpose of the Purchase Order, "**Quality Agreement**" means any written agreement between Syngene and the Supplier governing cGMP compliance, quality standards, and the

allocation of responsibilities in relation to the materials and/or services supplied under the Purchase Order, as may be amended from time to time. In the event of any inconsistency between the Purchase Order (including these T&Cs) and the Quality Agreement, the Quality Agreement shall prevail in respect of quality and cGMP-related matters.

The Supplier shall supply materials only from manufacturing sites approved by Syngene and shall obtain prior written approval before making any change to such sites. Supply from unapproved sites may result in rejection of materials and/or termination or blacklisting, without liability to Syngene.

In all cases of rejection, the Supplier shall refund any advance within seven (7) working days and refund the full value of rejected materials within thirty (30) days.

The Supplier shall:(a) provide all required documentation, including but not limited to COA, ROS, MOA, TSE/BSE certificate, nitrosamine assessment, details of solvents used, elemental impurity profile, and relevant declarations, as requested by Syngene; (b) ensure cGMP compliance of the manufacturer and disclose manufacturer details for each supply, and promptly notify Syngene of any changes affecting quality (including facility, process, systems, or equipment); and (c) support Syngene audits (onsite, virtual, or desktop) and promptly inform Syngene of any critical or major regulatory observations.

Note: The obligations in Clauses 5 and 6 apply to both the Supplier and the manufacturer. The Supplier shall take all reasonable steps to ensure the Manufacturer's complies with these requirements.

7. **CONFIRMITY OF TECHNICAL SPECIFICATION:** The Supplier shall deliver materials strictly in accordance with the specifications set out in the Purchase Order or otherwise agreed in writing between the Parties. Any deviation from such specifications may be rejected, in whole or in part, at Syngene's sole discretion. Notwithstanding the foregoing, any changes to design, specifications, or quantity shall be valid only if mutually agreed in writing by the Parties.

8. **INVOICING:** The Supplier shall submit a detailed invoice (three copies: original for recipient, duplicate for transporter, and triplicate for Supplier) along with the consignment, clearly specifying the Syngene address as stated in the Purchase Order.

   For domestic supplies, the invoice shall include invoice number and date, HSN code, GSTIN, Purchase Order number, GSTIN of the receiving Syngene location, applicable GST rates and taxes, and any other details required for availing input tax credit, including LUT details where applicable. For overseas supplies, the invoice shall include the Supplier's tax registration number and tax residency certificate.

   For import consignments, the invoice shall include invoice number, date, Purchase Order number, and HSN code; applicable import duty exemptions shall apply as per law. The Supplier's address on the invoice shall match the address in the Purchase Order. Any terms in the invoice inconsistent with these T&Cs shall be null and void**.**

9. **DOCUMENT REQUIREMENT:** Materials shall be accepted subject to submission of all applicable documents, including but not limited to invoice, Packing List, Certificate of Analysis, Certificate of origin, Bill of lading, Airway bill, TSE/BSE certificate, Method of Analysis, Route of Synthesis, Instruction manual, test and calibration certificates, qualification documents,

fumigation certificate, MSDS, animal health certificate (where applicable), and tank cleaning certificates for bulk solvents and fuels.

10. **PACKING:** Materials shall be packed using appropriate, transport-worthy packaging to prevent damage during transit. Where wooden packaging is used, a phytosanitary certificate must be provided along with all other delivery documents.

11. **GATE ENTRY:** Materials shall be delivered at Syngene premises on working days (Monday to Friday) between 9:30 AM and 4:30 PM. Any urgent deliveries shall require prior approval from an authorized Syngene supply chain representative. The transporter shall carry all required original documents (as applicable) along with the valid vehicle and driver documents, including registration certificate, driver's licence, insurance, emission certificate, fitness certificate and required safety equipment (including PPE, flame/spark arresters, and tyre chokes.)

    Entry shall be through the designated material gate upon submission and verification of documents at the Syngene security office and obtaining a "Gate Entry" at Syngene Security office. The followed by requisite SEZ clearance where applicable. The Supplier or its representative shall get a "passed in" entry to the SEZ premises. Materials shall be delivered to the designated location specified in the Purchase Order, and delivery acknowledgement shall be obtained on the invoice copies**.**

12. **PAYMENT:** Syngene shall make payments in accordance with the terms specified in the Purchase Order upon receipt of a valid invoice. If the materials are not delivered in conformity with the Purchase order, payments may be withheld until such discrepancies are resolved. Receipt of materials does not constitute acceptance; acceptance shall be subject to approval by Syngene's quality assurance or any other department, as applicable. Payment to MSME Suppliers shall be made in accordance with the Micro, Small and Medium Enterprises Development Act, 2006 and other applicable laws, from the date of acceptance of the materials, subject to the Supplier's compliance with the Purchase Order, these T&Cs, and applicable declaration requirements.

13. **CONFIDENTIALITY:** All the information provided by Syngene under or in connection with the Purchase Order, including but not limited to drawings, documents, specifications, know how, shall be treated as confidential. The Supplier shall keep the Purchase Order and all such information strictly confidential and shall use it solely for performance of its obligations under the Purchase Order. Discloser shall be limited to the Supplier's employees on a need-to-know basis. The Supplier shall not disclose or publish any details of the Purchase order without Syngene's previous written consent. Syngene shall be entitled to seek injunctive relief, specific performances, and/or any other remedies available under law for any breach of this clause.

14. **DISCLOSURE OF INFORMATION:** The Supplier shall provide in written, electronic, or visual form, all technical details, specifications, and other information necessary for the intended use of the materials. The Supplier shall obtain Syngene's prior written consent for any changes that may impact regulatory filings (subject to confidentiality obligations) and shall, upon request, promptly furnish details of such changes. The Supplier shall also reasonably support Syngene and its affiliates in connection with any related litigation.

15. **INTELLECTUAL PROPERTY:** All materials delivered by the Supplier pursuant to a Purchase Order shall always be and remain the sole and exclusive property of Syngene. Supplier hereby grants to Syngene a nonexclusive, perpetual, fully paid-up license to use all intellectual

property rights in the materials which enables routine operation, maintenance, and repair of the materials, including any controlling software, with a right to transfer the license to a new owner of the materials. For materials, products, or components that are pre-existing, standard, or off-the-shelf (including OEM products) ("Pre-Existing Materials"), all intellectual property rights shall remain with the Supplier or its licensors. The Supplier hereby grants to Syngene a non-exclusive, perpetual, irrevocable, worldwide, fully paid-up license (with the right to sublicense and transfer) to use, operate, maintain, repair, modify, and integrate such Pre-Existing Materials, including any associated software, for Syngene's business purposes. In all cases, Supplier warrants that the materials supplied hereunder, do not infringe any third-party intellectual property rights.

16. **GUARANTEE & WARRANTY:** The Supplier warrants that all materials supplied shall strictly conform to the specifications set out in the Purchase Order, be of good quality, free from defects in material and workmanship, and fit for the intended purpose. This warranty shall survive inspection, testing, acceptance and use, and shall remain valid for a minimum period of eighteen (18) months from delivery or twelve (12) months from installation/commissioning (as applicable), or such other longer period as may be agreed. The warranty shall extend to Syngene, its successors, assigns, customers, and end users.

    Further, the Supplier represents and warrants on the date of the Purchase Order, on a continuing basis, that the Supplier is: (i) not named on a governmental asset freezing or restricted list (including but not limited to the United Kingdom consolidated list of sanctions targets, the European Union consolidated list of persons, groups, and entities subject to EU financial sanctions and the United States specially designated nationals and blocked persons list); (ii) not organised under the laws of, or providing services or goods from, a jurisdiction subject to comprehensive sanctions; (iii) not controlled, or owned (directly or indirectly) 50% or more in the aggregate, by one or more of any of the foregoing (together a "Restricted Party"); and (iv) shall comply with and has not breached any trade control laws; (iv) not transact (directly or indirectly) with a Restricted Party; and (v) not source (directly or indirectly) any goods or services from a jurisdiction subject to comprehensive sanctions. Supplier shall promptly notify Syngene regarding any potential or apparent violations of sanction requirements set out under this Section.

17. **RECTIFICATION OF DEFECTS:** The Supplier shall, within forty-eight (48) hours of delivery, installation, or commissioning (as applicable), or such other mutually agreed period, repair, replace or rework any defective materials or non-conforming materials at no additional cost to Syngene. In the event of delay or failure by the Supplier to complete such repair, replacement, or rework within the agreed timeline, the Supplier shall be liable to pay liquidated damages at the rate of one percent (1%) of the material value per week of delay or part thereof, subject to a maximum of ten percent (10%). Notwithstanding the above, If such delay exceeds five (5) working days, Syngene may, without prejudice to its other rights, engage a third party to perform the necessary repair or replacement, and all costs incurred by Syngene shall be reimbursed by the Supplier. Where the Supplier confirms that the defects are not capable of rectification, the Supplier shall be liable to pay liquidated damages equal to two hundred percent (200%) of the Purchase Order value or reimburse Syngene for all actual costs incurred (including any price differential for alternate procurement), whichever is lower. Any repaired or replaced materials shall remain subject to the original warranty terms.

In respect of supplies to SEZ units, defective materials sent out of the SEZ for repair or replacement shall be returned to the SEZ within the timelines prescribed under applicable law or as may be stipulated by the relevant SEZ/customs authorities from time to time (including any approved extensions). The Supplier shall comply with all such requirements and shall indemnify and reimburse Syngene for any duties, penalties, fines, or liabilities arising from any delay or non-compliance.

Without prejudice to the above, where any stricter timelines are specified in the Purchase Order or mutually agreed between the Parties (including 90 days), the Supplier shall adhere to such timelines.

18. **INDEMNITY:** The Supplier shall defend, indemnify and hold harmless Syngene and its directors, officers, employees, and representatives from and against all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees), to the extent arising out of or in connection with: (a) any breach, negligence, or default by the Supplier, its subcontractors, or agents in the performance of the Purchase Order; or (b) any defects in the materials supplied; or (c) any breach of representations, guarantees and warranties, data privacy obligations or confidentiality obligations or (d) any infringement or alleged infringement of third party intellectual rights arising from the materials; or (e) any injury, death, or damage to property caused by the packaging, handling, installation, or use of the materials.

19. **FORCE MAJEURE:** Neither Party shall be liable for any delay or failure in performance caused by events beyond its reasonable control (“Force Majeure”), including but not limited to acts of God, acts of public enemy, fire, earthquake, floods, strikes, lockouts, labour disputes, transportation embargoes, or similar events. The affected Party shall notify the other Party in writing within five (5) days of the occurrence. The Parties may agree on revised timelines for performance. If the Force Majeure event continues for more than forty-five (45) days, either Party may terminate the Purchase Order without liability, unless otherwise agreed. Failure of subcontractors or inability to procure materials or labour shall not constitute Force Majeure. In the event of partial disruption, the Supplier shall use best efforts to prioritize Syngene’s requirements over those of other customers. Notwithstanding the foregoing, Syngene shall not be obligated to accept delayed deliveries, even if such delay is due to a Force Majeure event.

20. **MODIFICATION OF PURCHASE ORDER:** The Purchase Order, together with these T&C’s, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any other terms contained in any other document issued by the Supplier. Notwithstanding the foregoing, where the Parties have executed a separate definitive agreement governing the subject matter of the Purchase Order, such agreement shall prevail. In the event of any conflict, the order of precedence shall be: (i) such definitive agreement; (ii) the Purchase Order (commercial terms); and (iii) these T&Cs, unless expressly stated otherwise in writing.

    No modification shall be binding unless made in writing and signed by Syngene’s authorized representative. Syngene may amend the Purchase Order from time to time. The Supplier shall notify Syngene within twenty-four (24) hours of any impact on cost or timelines arising from such amendment, failing which the amendment shall be deemed accepted without adjustment.

21. **PASSING OF PROPERTY AND RISK OF LOSS:** The Supplier shall deliver all materials to the location(s) specified in the Purchase Order. Title and risk of loss or damage shall remain with the Supplier until delivery, installation, and/or commissioning (as applicable) at such location and formal acceptance by Syngene. Upon such acceptance, title and risk shall transfer to Syngene.

22. **INSPECTION / TESTING / REJECTION:** Payment by Syngene shall not constitute acceptance of the materials. Syngene reserves the right to inspect and/or test the materials and to reject, in whole or in part, any materials not confirming to the specifications set out in the Purchase Order, within three (3) months from date of delivery and/or installation/ commissioning (as applicable), or such extended period as may be agreed. The Supplier shall provide all necessary cooperation for such purposes and Syngene shall not be liable for any delays attributable to the Supplier or its representatives. The Supplier shall, at its own cost, collect rejected material within 15 days of notification. Failing such collection, Syngene may, without prejudice to its other rights (including recovery of advances and associated costs), store, sell, or otherwise dispose of the rejected materials at the Supplier's risk and expense, without further notice.

    For infrastructure and facility projects, Syngene, in addition to all other rights under the PO and these T&C's, reserves the right to appoint a third-party project management consultant (PMC) to oversee the work, certify the completion, assess the quality of work, as well as reconciliation of materials including Attic Stocks etc. 'Attic Stock' means the expected physical stock at site after deducting stock installed from the stock supplied. The Supplier shall be informed about the PMC and shall comply with all instructions and documentation requirements therein. Any acceptance of Work shall be in accordance with the PMC verification and certification.

23. **SYNGENE MATERIAL:** Any material or parts supplied by Syngene for use by the Supplier shall be held by Supplier as a bailee. The Supplier shall return all unused materials or parts or to Syngene at its own cost, failing which the Supplier shall reimburse Syngene for their value. The Supplier shall, at its expense, keep such materials fully for their replacement value.

24. **ASSIGNMENTS / SETOFFS / SUBCONTRACTING:** The Supplier shall not assign, subcontract, or transfer this Purchase Order without Syngene's prior written consent. Syngene shall have the right to set off any amounts payable to the Supplier against any amounts due from the Supplier or its subcontractors under this or any other arrangement. The Parties may, if mutually agreed in writing, provide for reciprocal set-off rights where appropriate.

25. **ON-SITE ACTIVITIES IN RELATION TO THE MATERIALS:** The Supplier shall deploy skilled and competent personnel and ensure continuity of such personnel for performance of its obligations under the Purchase Order. Syngene may reasonably require the immediate removal and replacement of any personnel. Supplier personnel shall comply with all applicable site, safety, and security requirements of Syngene and promptly report any incidents. The Supplier shall be liable for any damage to Syngene's or any third party's property or personnel caused by its personnel and shall reimburse the full cost of repair or replacement. In the event of theft by Supplier's personnel, Syngene may, without prejudice to other remedies, Syngene shall impose a penalty of INR Fifty Thousand (Rs. 50,000/-) per incident in addition to recovery of the cost of the stolen materials .

26. **LIABILITY FOR INJURY:** Where the Supplier is required to deliver or install materials at Syngene premises, the Supplier shall be responsible for all risks associated with such delivery or installation activities. Prior to commencement of such activities, the Supplier shall maintain, at its own cost, adequate insurance coverage, including public liability, property damage, and workman's compensation insurance, and shall provide Syngene with a certificate of insurance evidencing such coverage upon request.

27. **TERMINATION:** Syngene may, without prejudice to any other rights or remedies, cancel the Purchase Order, in whole or in part, by written notice to the Supplier if the Supplier fails to deliver the materials in accordance with the terms of the Purchase Order or otherwise breaches any provision of these T&C's. Syngene shall also have the right to cancel the Purchase Order, in whole or in part, at its convenience.

28. **COMPLIANCE WITH LAWS AND SYNGENE POLICIES:**
    The Supplier warrants that all materials delivered, installed, or commissioned under the Purchase Order shall comply with all applicable laws and Syngene policies, including but not limited to Syngene's supplier code of conduct - Syngene-Global-Supplier-Code-of-Conduct-2024.pdf, anti-corruption and sanction regulations, safety and sustainability requirements. The Supplier shall obtain and maintain all necessary licenses, permits, approvals, and consents required for performance under the Purchase Order. To the extent the delivery of material by Supplier pursuant to the Purchase Order involves collection, access, use, processing, sharing or storage ("Process") of any personal data , the Supplier shall (i) Process the personal data on behalf of Syngene, only on Syngene's documented instructions; (ii) comply with applicable data privacy laws; (iii) ensure security of such data; (iv) maintain confidentiality of the said data; (v) immediately notify Syngene in case of any breach involving such data and co-operate with Syngene to enable Syngene's compliance with applicable data privacy laws. Supplier shall obtain and maintain valid throughout the term all licenses, registrations, permissions, approvals, and consents, for performing its obligations under the Purchase Order. The Supplier shall ensure that any hazardous materials are packaged, labelled, handles, transported, and delivered in compliance with all applicable laws and regulatory requirements, including TREM (where applicable). The Supplier shall promptly disclose to Syngene all known or reasonably foreseeable hazards associated with such materials and provide all relevant safety and handling information.

    The Supplier shall also provide all documentation required for regulatory compliance and qualification of materials, including any applicable design, installation, and performance qualification documentation.

29. **INSURANCE:** The Supplier shall be responsible for any third-party claims, losses, or damages arising out of accidents, spillage, emissions, or pollution in connection with the transportation of the materials or any materials used in relation thereto. The Supplier shall, at its own cost, maintain throughout the term of the Purchase Order adequate insurance coverage, including without limitation public liability, employer's liability, occupational disease, commercial general liability, and workmen's compensation insurance. The Supplier shall provide Syngene, upon request and at least annually, with certificates of insurance evidencing such coverage

30. **CONSTRUCTION OF CONTRACT:**
    This Purchase Order shall be governed by and construed in accordance with the laws of India, and the Parties submit to the exclusive jurisdiction of the Courts of Bengaluru, India, without

regard to conflict of law principles. All notices under the Purchase Order shall be in writing and shall be deemed effective upon delivery to the address specified in the Purchase Order (or such other address as notified). In the case of notices to Syngene, a copy shall also be sent to Syngene Legal at SyngeneLegal@syngeneintl.com. Syngene's rights and remedies under the Purchase Order are cumulative and in addition to any remedies available under law. Any waiver shall be effective only if made in writing and shall not constitute a waiver of any other right or remedy. If any provision of the Purchase Order is held to be invalid, illegal, or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect to the extent permitted by law.

31. **SUSTAINABILITY**:

Syngene considers its Suppliers as key partners in its mission to operate safely, responsibly, and sustainably. our Suppliers are expected to align with Syngene's values and comply the Supplier Code of Conduct and Sustainable Procurement Policy. Suppliers shall conduct their operations in an environmentally responsible manner, including conserving resources, reducing emissions, minimizing waste, and adopting sustainable technologies. Suppliers are also expected to uphold high standards of ethics, human rights, fair labour practices, and promote diversity, equality, and inclusion. Syngene further expects its Suppliers to support community development initiatives and maintain strong corporate governance, transparency, and accountability in all business dealings. Furthermore, we emphasize the importance of maintaining high standards of corporate governance, transparency, and accountability in all business dealings. We encourage our Suppliers to integrate these principles into their operations and contribute to a sustainable and responsible business ecosystem.

32. **GRIEVANCES:**

a) Reporting of Breach: Syngene encourages its Suppliers to report any suspected misconduct or potential violations of the Supplier Code. Reports may be made as follows:
   - by contacting their primary Syngene contact to resolve any concerns; or
   - for grievances relating to sexual harassment (involving Syngene in any manner) – by raising a request in writing to posh.committee@syngenetintl.com
   - for data security incidents involving Syngene or Syngene customer/vendor data can be reported in writing to InfoSec.Incident@syngeneintl.com

b) Any supply chain related issues can be raised through this MS Form https://forms.office.com/r/0hEKbK4eBw.
   - within supply chain, these grievances will pertain to payments, communication, order related, supplier discrimination, technology integration, confidentiality, development & support, and transportation only.
   - Suppliers can anticipate further response for grievances from supplier.support@syngeneintl.com

c) All matters (other than data security breach, sexual harassment, or supply chain related) can be reported:
   - anonymously over this platform.

33. **MSME:**

If the Supplier is an entity covered by the MSME Act, the Supplier represents that it has the required documentation to support its MSME status and further warrants and covenants that it will continue to maintain such status and provide the supporting documentation to Syngene on the acceptance of the Purchase Order and annually thereafter during the term. Further, the Supplier will promptly inform Syngene in case of any change in its MSME status during the term.