

Code of Conduct for Suppliers

This Supplier Code of Conduct is applicable to all 'Suppliers' globally. 'Supplier' here refers to suppliers / service providers/ / traders / agents/ consultants/ contractors/ joint venture partners/ third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kinds of goods or services to Ayana Renewable Power Private Limited or any of its subsidiaries, affiliates, divisions ("Ayana").

This Supplier Code of Conduct sets forth the requirements that Ayana asks its Suppliers to respect and adhere to when conducting business with or on behalf of Ayana. This Supplier Code of Conduct embodies Ayana's commitment to internationally recognized standards and applicable statutory requirements concerning Anti-Bribery, Anti-Corruption, Environment Protection, Minimum Wages, Child Labour, Health and Safety, whichever requirements impose the highest standards of conduct.

We, [name of Supplier], having its office at [address of Supplier] affirm that we have read and understood the Ayana Supplier Code of Conduct below. We agree that we shall, in connection with performance of the Services, comply with the ethical principles contained in this Supplier Code of Conduct.

1 BUSINESS INTEGRITY

Anti-Bribery and Corruption

- 1.1 [Name of the Supplier] ("Supplier") and its officers, directors, agents or employees shall comply with all applicable laws for prevention of corruption and bribery, including the Prevention of Corruption Act, 1988. Without limiting the generality of the forgoing, in relation to the Supplier's performance of this Agreement, Supplier represents, warrants and undertakes that: (a) it has neither offered, promised or given nor will offer, promise or give a financial or other advantage directly or indirectly to any other person intending to induce them for improper performance of a relevant function or activity; (b) it has not directly or indirectly accepted or received and will not accept or receive a financial or other advantage offered or paid to the Supplier or any person on its behalf or in lieu of it, intending that there be improper performance of a relevant function or activity by the Supplier; (c) it has not knowingly or recklessly offered, promised or paid, and will not knowingly or recklessly offer, promise or pay any fee or any other thing of value or advantage to any Government Official directly or indirectly, with the intention of influencing any act or decision of such Government Official in his or her official capacity to direct business to any of the parties to this Agreement or other third parties.
- 1.2 Supplier shall ensure that each of its personnel and any other permitted third-party agent, representative or subcontractors utilized by it in connection with the performance of its obligations under this Agreement and their personnel, complies with the above-mentioned stipulations and any other obligations relating to anti-bribery and corruption as set out in these Requirements. To the extent Ayana is obliged to comply with or adhere to the principles of the Prevention of Corruption Act, 1988, the UK Bribery Act, 2010 and any other applicable anti-bribery or corruption laws, the Supplier shall ensure it understands the relevant requirements and shall not do or omit to do anything that may result in Ayana being in breach of any such law or their principles.
- 1.3 Supplier shall ensure that each of its personnel and any other permitted third-party agent, representative or subcontractors utilized by it and their personnel shall not make any facilitation payments or bribes or "kickbacks" of any kind, whether directly or indirectly, to any Ayana employees or Government Officials or any other person in connection with the performance of its obligations under this Agreement.
- 1.4 [Name of Supplier] shall not take any improper advantage of any family/ social/ political connections to obtain favourable treatment or for the advancement of business or obtaining any favours in dealings.
- 1.5 "Government Official or Public Officials" means any officer or employee of any government or any governmental department or agency, public sector undertakings or any person acting in an official capacity for or on behalf of any such government or governmental department or agency, including public or private bank officials.
- 1.6 "Requirements" means the anti-bribery and corruption requirements set out in this document

- 1.7 "Supplier" means the Supplier who has under this Agreement agreed to supply to Ayana the goods and services to which this Agreement relates.
- 1.8 Notwithstanding anything to the contrary stated elsewhere in this Agreement, Ayana shall have the right to terminate this Agreement in the event Ayana reasonably believes that the Supplier is in breach of its obligations relating to anti-bribery and corruption.
- 1.9 Supplier shall maintain necessary records of business and financial transactions relating to its performance of this Agreement. Supplier shall immediately inform Ayana of any actual or suspected violation of any Requirements and shall cooperate with Ayana in any investigation into any such violations.
- 1.10 Ayana and/or its authorized representatives may from time to time review the Supplier's compliance with the Requirements. The Supplier shall cooperate with such reviews, including by way of promptly providing all documentation and other information as may be reasonably requested by Ayana or its authorized representatives.

Relationship with Ayana employees

- 1.11 [Name of Supplier] shall not enter into a financial or any other dealings with any Ayana employee that creates any actual or potential conflict of interest for Ayana. The Supplier is expected to report to Ayana any situation where an employee may have an interest of any kind in the Supplier's business or demanded or received any kind of economic ties with the Supplier.
- 1.12 The Supplier shall not offer any gift, hospitality or entertainment to any Ayana employee for the purpose of obtaining any advantage, order or undue favour.

2 UNFAIR TRADE PRACTICES

- 2.1 [Name of Supplier] shall not knowingly indulge in any unfair, anti-competitive or restrictive trade practices.

3 HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY

- 3.1 [Name of Supplier] shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.
- 3.2 Supplier shall follow all Environmental, Health and Safety and other operational policies of the Company while executing any work or contract at the Company site.
- 3.3 Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.

4 REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM

- 4.1 The Supplier shall ensure that an effective grievance procedure has been established to ensure that any worker/ employee, acting individually or with other workers, can submit a grievance without suffering any retaliation of any kind.
- 4.2 Suppliers shall also forthwith report any unethical activity or discrimination if practiced by any Ayana employee/other Suppliers as per Ayana's Whistle-Blower policy (the Supplier can request for a copy of this policy).

5 INTELLECTUAL PROPERTY

- 5.1 The Supplier shall take appropriate steps to safeguard and not infringe any of Ayana's intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with the Company.

6 THIRD PARTY REPRESENTATION

- 6.1 The Supplier is not authorized to represent the Company or to use the Company's brands without the written permission of the Company. The Supplier and its employees who are authorized to represent the Company are expected to abide by the Company's Code of Conduct in their interaction with, and on behalf of the Company including maintaining the confidentiality of information shared with them.

The Supplier shall not act on behalf of Ayana or have interactions with Government Officials on [Company's] behalf as its agent, representative, or otherwise, except to the extent necessary for the Supplier to provide services under its Agreement with Ayana in which case, the Supplier shall (a) provide services consistent with the services requested; and (b) comply with all other Requirements.

7 SUPPLIER'S COMPLIANCE COMMITMENT

- 7.1 The Company expects the Supplier to adhere to all applicable laws and regulations and to comply with this Supplier Code of Conduct. It is the Supplier's responsibility to read and understand the contents of this Supplier Code of Conduct and the Company's Code of Conduct. As a condition of doing business with Ayana, the Supplier must comply with this Supplier Code of Conduct and agree to uphold such values during its business association with the Company.
- 7.2 The Supplier shall maintain all necessary documentation to demonstrate compliance with the principles of this Code and in the event the Company reasonably believes that the Supplier is in breach of its obligations under this Code, Supplier shall allow access to the Company to check compliance upon request with reasonable notice.
- 7.3 The Supplier shall notify the Company regarding any known or suspected improper behaviour by the Supplier relating to its dealings with the Company, or any known or suspected improper behaviour by The Company employees.

Please contact the Compliance Officer (compliance@ayanapower.com) if you have any questions about this Supplier Code of Conduct.

[Signature]

Name:

By way of my signature, I, [Name of Supplier representative], as an authorised representative of [Name of Supplier] confirm that I have communicated all of the above provisions to all the relevant team members involved in the performance of the Services as agreed under this contract.

We understand that, in the event of any violation of the Supplier Code of Conduct, as stated above, the Company may terminate the Engagement Letter/Agreement in accordance with its terms.

