

	AZURE POWER INDIA PVT. LTD.	DOC NO: SCM –FR-022
SUPPLY CHAIN MANAGEMENT	CODE OF CONDUCT	Rev No: 00 Rev Date: 18-06-2023

The Code of Conduct ("Code") mentioned in this document is applicable to all 'Contractors' Services & Supplies (defined below) who have a business relationship with and / or intend to have business relationship with Azure Power India Private Limited or any of its subsidiaries, parent, successors, executors, administrators, representatives and permitted assignees ("**Azure Power**") by means of providing any kinds of goods or services to Azure Power. "Contractor" here refers to suppliers/ service providers/ contractors/ traders / dealers/ agents/ consultants/ consortiums/ joint venture partners including their employees, agents, sub-contractors, and other representatives. This Code briefly provides the minimum requirements that we expect our Contractors to respect and adhere to when undertaking business with Azure Power.

HUMAN AND LABOUR RIGHTS

Azure Power outlines their contractors to address impacts on human and labour rights including but not limited to International Bill of Human Rights and the International Labour Organization's declaration on Fundamental Principles and Rights at Work, United Nations Convention on the Rights of the Child, and other applicable regulations on modern slavery.

All our Contractors shall adhere to all applicable local, state, national and international labour Laws, and Human Rights Laws. We expect all businesses in our supply chain to respect their people and to offer a safe workplace that is free from harm, intimidation, harassment, or fear. We are committed to promoting equal opportunities to all our employees, customers, and Contractors. We expect our Contractors to treat all people equally, with respect and dignity. We expect our contractors to possess and obtain all registrations as may be required, with respect to the nature of the work or services they render, under applicable national & state Labour Laws.

CHILD LABOUR

Azure Power has a zero-tolerance approach to child labour and modern slavery. Contractors shall not employ, engage, or otherwise use any form of child labour and ensure that slavery does not occur in their work environment. The minimum age for recruitment for all levels of employees shall be 18 years. Under all circumstances only personnel 18 and above shall be employed. This is in accordance with Indian child labour (Prohibition & Regulations) Act, 1986, and national & international instruments related to Social Accountability. Contract employees engaged through contractors and working in the facility shall also be above the minimum age set out above.

FORCED LABOUR AND HUMAN TRAFFICKING

Contractor shall ensure that all work is voluntary. Contractor shall not traffic persons or use any form of forced, bonded, indentured, or prison labour. Contractor shall ensure that workers' contracts convey the conditions of employment in a language understood by the workers. Contractor shall not impose unreasonable restrictions on movement within the workplace or upon entering or exiting company-provided facilities.

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Contractor must adhere to regulations prohibiting human trafficking and comply with all applicable laws in the country or countries in which they operate. Contractor must refrain from violating the rights of others and address any adverse human rights impacts of their operations.

ANTI-DISCRIMINATION

Contractor shall not discriminate against any worker based on age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, religion, sexual orientation, gender identity, union membership, or any other status protected by applicable national or local law, in hiring and other employment practices. Contractor shall not require pregnancy or medical tests, except where required by applicable laws or regulations or prudent for workplace safety and shall not improperly discriminate based on such test results.

ANTI-HARASSMENT AND WORKPLACE ABUSE

Contractor shall commit to a workplace free of harassment and abuse. Contractor shall not threaten workers with or subject them to, harsh or inhumane treatment, including but not limited to verbal abuse and harassment, psychological harassment, mental and physical coercion, sexual harassment, and any other form of intimidation or threats.

WORKING HOURS

Contractor shall comply with applicable laws and regulations on working hours, overtime, and maximum work hours.

WAGES AND BENEFITS

Contractor shall pay at least the minimum wage and provide other benefits required by law and/or contract to its workers. All legally mandated benefits viz. leaves, social security, insurance, etc. shall be provided by the Contractor to its employees. Deductions, if any, from wages shall be made in strict compliance with the applicable laws. Contractor shall not use deductions from wages as a disciplinary measure. Use of temporary and outsourced labour shall be within the limits of the local laws and as prescribed under the available license of the Company.

FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

Contractor shall respect the rights of workers to associate with others, form, and join (or refrain from joining) organizations of their choice, and bargain collectively, without interference, discrimination, retaliation, or harassment. Contractor must create employment conditions that foster mutual trust between their management and their employees.

OCCUPATION HEALTH AND SAFETY

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The Contractor shall ensure the provision of a safe and healthy working environment for its employees/ workers/sub-contractors. The Contractor shall ensure necessary precautionary safety measures and shall design processes to protect against potential accidents and occupational hazards. The Contractor shall ensure that general principles of health and safety risk prevention are met in the process of delivery of products and services. The Contractor shall ensure that adequate training is provided for all employees, workers/ contractors on health and safety issues.

We expect that the Contractor shall ensure provision of safe, clean, and secure accommodations to their employees, if applicable. It is expected that the Contractor shall implement a minimum health & safety requirements like firefighting equipment, first aid boxes, PPE’s, medical checkups, safe working places etc.

1. ENVOIRNMENT

Azure Power expects its contractors to conduct their operations or offer services to Azure in a manner that doesn’t have a significant negative impact on the environment and demonstrates adherence to relevant local and national regulations.

- **Natural resource conservation:** The Contractor shall ensure that optimal processes exist for conservation of natural resources and minimization of the release of harmful emissions to the environment.
- **Efficient systems and process:** The Contractor shall ensure ongoing initiatives to promote environmental responsibilities and encourage environment-friendly processes and technologies to mitigate climate change effects.
- **Usage of Chemicals** - A well-documented procedure for purchasing, handling, storage, and usage of chemicals to be established & implemented which shall comply to applicable regulations.
- **Pollution prevention:** The Contractor shall ensure compliance with all laws pertaining to sustainability, pollution, environment protection etc. as applicable.
- **Waste management:** The Contractor shall ensure management of waste of any form – hazardous, non-hazardous, industrial, solid/ liquid/ gaseous as per the prevailing laws and recommended guidelines.

2. COMMUNITY

We expect Contractor to understand how their activities impact their local area and wider community. We encourage them to make positive contributions and investments including local employment opportunities, workforce volunteering, and charitable activities as well as minimizing disruption to communities.

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3. BUSINESS ETHICS AND GOVERNMENT

All our Contractor is required to comply with applicable legal and regulatory requirements. All our Contractor shall never offer or accept any undue payment or other consideration, directly or indirectly, for the purpose of inducing any person or entity to act contrary to their prescribed duties.

- **Regulatory Compliance:** Contractor partner shall ensure compliance with all applicable laws and regulations including local, state and center laws and regulations. Contractors shall have all legal / statutory licenses as per the local laws.
- **Bribery or Corruption:**
 - Contractor agrees that the holding company of Azure Power is listed in United States of America and as per applicable laws, Azure Power expects Contractor not to share the financial projections with third parties excluding the other Governmental Departments/ Government Regulatory Bodies, who may seek such financial projections for their official use. Azure power requests Contractor to strictly ensure the above while processing the above financial projection or any other related information.
 - Moreover, Azure Power would like to sensitize Contractor that the Confidential Information may include material non-public information and that the Indian and United States securities laws prohibit any person who has material non-public information about Azure Power from purchasing or selling securities of Azure Power, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person may purchase or sell such securities.
 - Each Party agrees that it shall comply with all applicable laws while performing its obligations under its engagement with Azure Power including compliance with (i) the Foreign Corrupt Practices Act of the United States ("FCPA"), (ii) any law implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("OECD Convention"), and (iii) any local laws prohibiting bribery, kickbacks or other unlawful or improper means of obtaining business or commercial advantages, including the Republic of India Prevention of Corruption Act, 1988 ("Local Anti-Bribery Laws") ((i), (ii) and (iii) collectively "Anti-Bribery Laws"). Contractor agrees to comply with such laws regardless of their jurisdictional limitations, in so far as their dealings with Azure Power or its affiliates are concerned, or while performing its obligations under its engagement with Azure Power.
 - In this regard, Contractor further agrees and warrants that it will not directly or indirectly offer, give, or authorize the giving of money or anything else of value to any person (whether a government official, private party, or political entity) (i) to obtain an improper advantage for the other Party or for itself (ii) to secure the improper performance of that person's function or misuse of that person's position.

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- Each Party represents and warrants that (i) none of its employees, officers, or directors are government officials; and (ii) neither it nor any of its employees, officers, or directors has been, or is, listed by any government agency or intergovernmental organization as being, debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programs or government contracts.

Contract understands and unequivocally agrees that any non-compliance with applicable law or with this Code which may lead to non-compliance under applicable laws including Anti-Bribery Laws, therefore Contract shall be solely liable to pay any penalty, charges, or financial, reputational consequences. Further, the Contractor shall be liable to fully indemnify and hold Azure Power or any of its employee, director, shareholder, representative etc. harmless from all consequences whatsoever known or unknown occurring on account of such non-compliance attributable to the Contractor. In no event shall Azure Power (including any of its employees, director, shareholder, representative etc.) be liable for any non-compliance attributable to the Contractor. The engagement of Contractor with Azure Power shall always be on principle to principal basis and neither of these shall be considered as agent or representative of each other.

- **Conflict of Interest:** The Contractor shall not take advantage of any family/ social/political connections to obtain favorable treatment that creates any actual or potential conflict of interest. To disclose any actual or apparent conflicts of interest including but not limited to relationships or association with any existing / past employees of Azure Power or their immediate family members.
- **Grievance Redressal:** The Contractor shall ensure that any worker/ employee, acting individually or with other workers, can submit grievance and an effective grievance procedure should be established for its redressal.
- **Reporting of Unethical Practices:** The Contractor shall report any unethical activity or discrimination if practiced by any of Azure Power employee/ other Contractor as per Whistle Blower Policy. The policy is uploaded on the Company website. (https://www._____).
- **Third Party Representation:** The Contractor shall not be authorized to represent Azure Power or to use its brands without written permission from Azure Power. Third parties and their employees who are authorized to represent Azure Power are expected to abide by the provision in the non-disclosure agreement to be signed by them.
- **Prohibition of Insider Trading:** The Contractor and their personnel shall not use any material or non-publicly disclosed information for trading of Azure Power Businesses securities or enabling others for the same.

Subcontracting: The Contractor shall not use any subcontractor in connection with any Azure Power business unless the subcontractor abides by the same conditions as put forth by Azure Power including this Code of Conduct. The Contractor shall submit a declaration with a list of subcontractors to Azure Power prior to commencement of any work under the contract of any nature. Azure Power or its business unit representative must be notified immediately in case of any changes in subcontracting.

4. INFORMATION AND SECURITY

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4.1. Data Privacy and Security

Contractor shall comply with all applicable data privacy and information security laws and associated contractual obligations. Contractor must protect confidential and proprietary information of others, including that of Azure Power and its customers or other business partners, and process personal data in accordance with the applicable privacy laws. Information should not be used for any purpose (e.g., advertisement, publicity, etc.) other than the business purpose for which it was provided unless there is prior written consent from the owner of such information. Contractor must undertake appropriate technical and organizational measures to protect Azure Power 's data from security incidents in accordance with applicable privacy laws.

4.2. Intellectual Property: The Contractor shall ensure that all employees' and business partners' privacy and intellectual property rights which includes protection against disclosures, patents, copyrights, and trademarks are protected. Any work product under the contract shall solely be the property of Azure Power.

4.3. Social Media: We expect our Contractor:

- To ensure that posts on social media (including by their employees) are legally compliant and made in a responsible manner.
- To not post confidential or proprietary information of Azure Power in public domain.
- To not post derogatory, defamatory, inflammatory, disrespectful, obscene, threatening, abusive or malicious content about Azure Power and / or its shareholders, promoters, directors, officers, or employees.

5. CONTRACTOR EVALUATION

Contractor shall comply with the requirements of the above and will voluntarily bring to the attention of Azure Power any violations and shall be prepared for periodic announced and unannounced visits by Azure Power personnel and will initiate action immediately on any findings.

6. CONTINUOUS IMPROVEMENT

Where applicable, Azure Power will support Contractor in the establishment of best practices to meet and exceed the standards outlined in the Code.

Should Contractor fail to fulfil these requirements under this Code, Contractor will immediately notify Azure Power in writing. Contractor shall inform Azure Power of the specific reason(s) for such failure to adhere these standards along with action plan that defines the specifics of regaining and ensuring the compliance to under this Code and defines the short-term corrective actions that will be immediately implemented by the Contactor. To clarify, such intimation shall not be binding on Azure Power, and it shall be the sole discretion of Azure Power to whether to continue or terminate the association/engagement

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with the Contractor. Such termination shall be without prejudice to the rights available to Azure power under the contract, law, and equity.

Contractor agrees that it shall treat all information provided by it to Azure Power as confidential and shall not be disclosed to any third party without the prior consent of Azure Power. All confidential information provided by Azure to the Contractor shall be used by any other parties hereto solely for the purposes of rendering services pursuant to the respective engagement with Azure Power. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of the confidentiality obligations under respective contract or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, by judicial or administrative process or otherwise by applicable law or regulation.

7. ACCEPTANCE

By signing the purchase order/ contract/ agreement copy, the Contractor acknowledges having read, understood, and accepted the guidelines as described in this Code. The Contractors are expected to fulfil the key elements of this policy by incorporating them in their own business practices.

8. BUSINESS TRANSITION

Upon termination or expiry of this Agreement Contractor, at no additional cost, shall cooperate with the Azure Power, support, and take such other actions as are reasonably requested by the Azure Power to effectuate a smooth transition of the Services Period of such cooperation shall not be less than two (2) months from the date of such termination/expiry as the case may be.

9. BUSINESS CONTINUITY PLAN:

Contractor shall maintain plans for business continuity, disaster recovery, and backup capabilities and facilities designed to ensure the Contractor's continued performance of its obligations under this Agreement ("**Business Continuity Plan**"). Contractor represents that, as of the date of this Agreement, and warrants for the term of this Agreement that such Business Continuity Plan is and shall be active and functioning normally in all material respects.

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