



# **O2 Power Private Limited**

## **Supplier Code of Business Conduct**

## 1. Preamble and Applicability

The Company (“O2 Power Private Limited” or “O2”) is a renewable energy producer in India and is committed to becoming a leading owner and operator of renewable energy. The Company is committed to zero tolerance towards Bribery. We are committed to act in our business activities with integrity and fairness in all our dealings and are committed to implement and enforce effective systems to prevent bribery and corruption. Our Affiliates, Employees and Vendors (as described in “Definitions” section below) are prohibited from engaging in any bribery or potential bribery. This includes a prohibition against both direct bribery and indirect bribery, including improper payments to Government Officials and through Vendors, charitable donations, sponsorships, political contributions, etc.

Bribery is a criminal offence under Anticorruption Laws (as described in “Definitions” section below) and can result in the imposition of severe fines and/or criminal prosecution and severe reputational damage. The Company expects all of its Affiliates, Employees and Vendors to comply with the law and act ethically in all matters.

This Supplier Code of Business Conduct (“Code”) establishes related requirements for our Vendors. Note that this Code contains general requirements applicable to all Vendors of the Company. There may be instances where a certain Vendor contract may contain more specific provisions addressing some of the same things as mentioned in this Code. Nothing in this Code is meant to supersede any more specific provision in a particular contract, and to the extent if there is any inconsistency between this Code and any other provision of a certain contract, the other provision will control.

## 2. Definitions

**Affiliates** - The term “Affiliate” in this document refers to affiliates, their subsidiaries and joint ventures of the Company.

**Anticorruption Laws** – Anticorruption Laws mean laws, regulations or orders relating to anti-bribery or anticorruption (governmental or commercial), which apply to the Business and dealings of the Company, its Affiliates and their shareholders including, laws that prohibit the corrupt payment, offer, promise, or authorization of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any Government Official, commercial entity, or any other Person to obtain a business advantage; such as, without limitation, the Unlawful Activities (Prevention) Act, 1967; India’s Prevention of Corruption (Amendment) Act, 2018; The Whistleblower Protection Enhancement Act of 2012; the U.S. Foreign Corrupt Practices Act, 1977, as amended from time to time; the UK Bribery Act, 2010 and all applicable national and international laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

**Bribery** – Bribery is a form of corruption and is defined as the offering, giving or receiving of something of value in exchange for an act that is dishonest, illegal, and improper or a breach of trust, designed to influence the recipient in the exercise of his/her duty and to incline him/her to act contrary to the accepted standards of honesty and integrity. Bribery and corruption may be defined differently under various Anticorruption Laws.

**Company** – Company here includes but not limited to O2 Power Private Limited, its subsidiaries, fellow subsidiaries, joint ventures, special purpose vehicles, partnership entities etc.

**Facilitation Payment** – Facilitation payments are small expediting or grease payments made to Government Officials to facilitate or expedite the performance of a routine, non-discretionary governmental action that a Government Official is already obligated to perform, such as issuing certain permits, licenses, visas and mail. Facilitation payments do not include any decision by a Government Official to award new business or to continue business with a Company.

**Government Official/ Public Official (“GO” or “PO”)** – The term “Government Official/ Public Official” is broadly defined, and includes employees of any branch of central, state, local or foreign government, including persons holding a legislative, administrative or judicial position, tax officials and government inspectors; employees or officers of state-owned or state-controlled commercial enterprises including public sector banks; police officers or members of the armed forces of any country; candidates for public office; political parties and officials of political parties; or employees or officers of international organizations such as the World Bank.

This definition also includes family members and business associates of any of the foregoing GOs. Notwithstanding the generality of the foregoing, the term “Government Official” used herein, is deemed to include and not limit the definition of the term “public servant” as set forth in Section 2 (c) of the PCA, and thus includes without limitation any person in the service or pay of the Government or remunerated by the Government by fees or commission for the performance of any public duty; any person in the service or pay of a local authority; any arbitrator or other person to whom any cause or matter has been referred for decision or report by a court of justice or by a competent public authority; any person who holds an office by virtue of which he/she is authorized or required to perform any public duty; any person who is an office-bearer or an employee of an educational, scientific, social, cultural or other institution, in whatever manner established, receiving or having received any financial assistance from the federal/central government or any state government, or local or other public authority etc.

**Kickback** – A kickback is the payment to a recipient as compensation or reward for providing favorable treatment or services to another party. A kickback in the form of money, gifts, credit or anything of value may be viewed as a corrupt practice that interferes with an employee's or official's ability to make unbiased decisions.

**Vendor** – The term “Vendor” in this document refers to an entity and its employees or individual that has a business arrangement or renders services to the Company. Vendor may include entities or individuals or any third parties the Company and Employees deal with or does business with such as consultants, contractors, suppliers, sales agents, regulatory consultants, service providers, import and export companies, government and public bodies, charitable contributions, etc. The term “Vendor” would also cover directors, officers, employees, subcontractors and agents / representatives of the Vendor.

### 3. Commitment towards Anti-Bribery and Corruption

The Vendor, its directors, officers, employees, subcontractors and agents / representatives are at all times required to comply with all applicable anti-corruption laws and regulations including the Unlawful Activities (Prevention) Act, 1967; India’s Prevention of Corruption (Amendment) Act, 2018; The Whistleblower Protection Enhancement Act of 2012; the U.S. Foreign Corrupt Practices Act, 1977, as amended from time to time; the UK Bribery Act, 2010 and all applicable national and international laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions (collectively “Anticorruption laws”).

In compliance with the Anticorruption laws, no O2 Vendor should provide or promise to provide, directly or indirectly, any payment or anything of value to any government official, political party official, political party candidate for political office, any party/ private individual with whom a commercial relationship is in place, in order to obtain or retain business, to secure business for a party involved with O2, or to secure an illegal commercial advantage for O2.

O2 operations often require contact with government authorities while acting in their official role. To offer or provide undue payment or anything else of value to government officials to obtain or retain business is sanctioned by law and is strictly prohibited by O2. Accordingly, any payment that O2 Vendors provide to government officials must be carefully reviewed in advance of actual payment and should not be made unless they are clearly permissible and approved by O2.

The Vendor also hereby represents and warrants to O2 that it:

- has the capability to perform the specified tasks;
- will comply in full with O2’s Supplier Code of Business Conduct (this document);
- has implemented, sufficient internal systems and controls to ensure compliance with O2’s Supplier Code of Business Conduct or is implementing enhancements sufficient to establish such systems and controls;
- has a reputation for honesty, quality, and integrity in the business community;
- none of its employees, officers or shareholders are GO
- does not have any business connections to any Government Official, which might provide undue business advantage; and
- has not been the subject of any litigation, government investigation or enforcement action, or press accounts involving allegations of fraud, bribery, or similar misconduct.

#### **4. Conflicts of Interest**

Vendors are required to conduct their business in a responsible and ethical manner and to exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest. Vendors must disclose any actual or potential conflicts of interest due to either personal or business relationships with anyone, including but not limited to Employees, other Vendors, or competitors of the Company. The Vendor must not enter into a financial or any other relationship with the Company's employee that creates any actual or potential conflict of interest for the Company.

Vendors should not employ or otherwise make payments to any Employee of the Company or their family member during the course of any transaction between the Vendor and the Company. If there is a Vendor and Employee relationship which might represent a conflict of interest, the Vendor should disclose this fact to the Company.

#### **5. Gifts and Entertainment**

Vendors must not offer, give or accept any gift or entertainment which could be regarded as illegal or improper, or which violates the Company's policies on behalf of O2 Power or while working for O2 Power, to anyone including the Government Official/s. An illustrative list of prohibited items is provided below:

- A cash gift;
- Any entertainment that is inconsistent with customary business practices; or
- Anything intended as a bribe, facilitation payment, kickback, a payoff or to inappropriately influence a decision about a business matter; or
- Anything that violates local and applicable global anti-corruption laws, or any policies of O2 Power or the entities with whom we are dealing to the extent we have been informed of such policies by such entities.

#### **6. Business and Financial Records**

The Vendor shall keep a written record of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of O2 or out of funds provided by O2. The Vendor shall furnish a copy of this record to O2 upon request.

##### **Audit Right**

The Vendor should, until five years from the expiration or termination of each Contract:

- keep and maintain accurate and systematic accounts and records in respect of the services provided, in accordance with generally accepted accounting principles of India and in such form and detail as will clearly identify all relevant charges and costs, and the bases thereof; and

- Permit O2 or its designated representative periodically to inspect the same and make copies as well as to have them audited by auditors appointed by O2.

The Vendor should ensure that the obligations contained above are also complied by all its agents, representatives or contractors that are engaged for the purpose of providing any services to O2.

## 7. Protecting Information

Vendors must maintain confidentiality of information relating to the affairs of the Company of all the knowledge gained in the course of their business relationship as Vendors, until and unless authorized or legally required to disclose such information. The Company's confidential and proprietary information shall not be used or inappropriately disclosed for other corporate opportunities for personal advantage.

If a Vendor believes that it has been given access to Company's confidential information in error, the Vendor should immediately notify its contact at the Company and refrain from further distribution of the information. Similarly, a Vendor should not share with anyone at the Company information related to any other company if the Vendor is under a contractual or legal obligation not to share the information.

## 8. Violation

The Vendor should notify O2 of any violation or any act or failure to act that could be construed as a violation of requirements of this document (Supplier Code of Business Conduct) by the Vendor or any of its representatives.

Failure to comply in full with the obligations stated in this document (Supplier Code of Business Conduct) shall be grounds for immediate termination of any contract or other arrangement between O2 and the Vendor without any payment (including any further liability or obligation to O2), or other recourse against, O2, including with respect to any fees or other sums already incurred in the course of the engagement or in connection with performance of the contract

## 9. Raising Concerns

Every Vendor is encouraged to raise concerns about any bribery issue or suspicion of malpractice or any case of corrupt practice or any breach of this code of conduct or actual / suspected violation of the Company policies, applicable laws or potential fraud or any other issue / irregularities at the earliest possible stage. Concerns/queries should be addressed to the CCO through the following modes

- a. *Email* – complaints@O2power.in (access of e-mail to be with CCO and the Chairman of the Board)
- b. *Dropbox/Letter* – O2 Power Private Limited, 8th Floor, DLF Square, Sector 25, Gurugram, Haryana – 122002

Any such concern may be made by the Vendor by submitting a "*Violation Report form.*" (Exhibit A)

A person may or may not choose to disclose his / her identity in the complaint. (Anonymous concerns/complaints will also be entertained and will be investigated if it is provided with adequate details and description of the concern / complaint.)

In case the Vendor chooses to disclose his / her identity, the concern/complaint should be attached to a letter bearing the following:

- the identity of the whistle-blower / complainant i.e. his/her Name,
- Vendor details and Location,
- should be in a closed / secured / sealed envelope
- addressed to the Chief Compliance Officer which should be superscripted “Protected Disclosure”.

***Note: A separate “Whistle-blower Policy” has been designed and implemented by the Company. Copy of the policy can be requested through your point of contact in the Company.***

**EXHIBIT A – VIOLATION REPORT FORM**

Please complete the following form accurately and completely and submit to the CCO. In particular, please submit this form by email to [complaints@O2power.in](mailto:complaints@O2power.in) or through Dropbox/ Letter (O2 Power Private Limited, 8th Floor, DLF Square, Sector 25, Gurugram, Haryana – 122002). If you wish, you may submit this form anonymously. Under no circumstances will the Company tolerate any retaliation or the imposition of any sanction for the good faith submission of a report of a suspected violation.

Question		Answer
1.	Description of alleged violation. Please include all relevant details.	
2.	All persons involved in the alleged violation.	
3.	Dates of alleged violation.	
4.	Any other relevant information, including all details of any other communications relating to the alleged violation.	
5.	Have you provided information in good faith?	
6.	Would you agree to participate in further communications, including in connection with any investigation, regarding the reported conduct?	

I certify that by submitting this form (whether anonymously or otherwise) I am aware of, and agree to abide in full, with the provisions of any relevant O2 compliance policies relating to reporting of alleged or actual violations. I further certify that I have included all information relevant to the report and alleged violation known to me and I submit this report in good faith.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(If submitted anonymously, please write “yes” on the signature line and date in order to attest to the above statement.)