

ORIX India Group

Supplier's Code of Conduct (hereinafter referred as "Code")

This Code is applicable to all Suppliers / Vendors / Business Associates / Sales Agents / Dealers (all of our collectively referred in this Code as "Third Party Agents") of ORIX India Group.

ORIX India Group comprises of ORIX Auto Infrastructure Services Ltd.& ORIX Leasing & Financial Services India Ltd.

ORIX India Group is committed to its core values in respect of human rights, labour and environmental practices & in particular has a zero tolerance for all forms of corruption, slavery, child labour as well as money laundering practices

All Third-Party Agents are an integral part of ORIX India Group's ecosystem and therefore are key contributors for achieving ORIX India Group's business & social objectives. We consider all our Third-Party Agents as our business partners or associates and expect them to follow ORIX India Group's corporate ethos and Code of Conduct while doing business with us and/or serving our clients on our behalf as the case may be. ORIX India Group's Code of Conduct is available at

<https://www.orixindia.com/pdf/OLFS-policy/corporate-governance/policy/ORIX%20Group%20Code%20of%20Conduct.pdf>

ORIX India Group's- Code of Conduct, represents the values and core principles and sets out a minimum set of benchmarks for all our Third-Party Agents to conduct their operations while association with us. While dealing with ORIX India Group, Third Party Agents hereby agrees, undertakes and confirm that he/she/they shall adhere to following principles at all time during her/his/ their associations with ORIX India Group

1. Regulatory Compliance

The TPA shall comply with at all times laws and regulations applicable to it, both in letter and in spirit, in all the territories in which it operates while doing business and/or continuation of its associations, whichever is later, with ORIX India Group

2. Human Rights

TPA should comply with all applicable labour laws & regulatory guidelines with respect to rights of their employees, including but not limited to.:

- (a) TPA shall not employ child, whose age is below 16 years, at their workplaces.
- (b) TPA shall not use forced labour in any form such as slavery, human trafficking etc.
- (c) TPA shall ensure that guidelines w.r.t to payment of wages, working hours, working conditions, safety & statutory benefits as mandated by law are ensured for all of their employees/ associates at all the time.

- (d) TPA are expected to ensure that their employees are afforded in employment environment that is free from physical, psychological, sexual and verbal harassment intimidation or other abusive conduct

3. Bribery and Corruption

- (a) TPA shall not engage in any form of bribery or corruption and must comply with all applicable anti-corruption laws and regulations.
- (b) TPA agree and undertake to abide by all the terms and conditions of the ABAC Policy of ORIX India Group at all times during the term of its association with ORIX India Group and shall not act in contravention of the same.
- (c) TPA shall not offer any bribe to any person for whatsoever reason and purpose. TPA acknowledge and accept that, TPA on becoming aware of any such corruption or corrupt practices inform ORIX India Group without any delay.
- (d) TPA represents and warrants that if they are in any way associated with any political party(s), they shall keep ORIX India Group, informed, and shall not make any political contribution for any purpose on behalf of ORIX India Group (till the term of its association with ORIX India Group).
- (e) TPA Will not submit any false or inaccurate invoices to ORIX India Group or otherwise falsify any documents related to services performed for ORIX India Group, and will submit true and adequate documentation with all invoices, including: a) an explanation of the services provided during the period covered by the invoice; and b) itemized expenses incurred, accompanied by receipts (or other documentation if a receipt is unavailable) identifying the payment date, amount and purpose of the expense;
- (f) Will not provide any gifts, meals, or entertainment to, or pay for the travel expenses of, any third party without the advance written approval of ORIX India Group

4. Conflict of Interest

Third Party Agent shall not engage into a financial relationship with any ORIX India Group employee/personnel/executives/retainers that creates any sort of actual or potential conflict of interest or likely to affect TPA's performance in the delivery of the services. TPA understands that a conflict of interest arises when the personal interests of any of ORIX India Group employee / personnel / executives / retainers are inconsistent with the responsibilities of his/her position with the company and/or any of employee have vested interest of any kind into the TPA or vice versa. All such conflicts must be disclosed

Even the appearance of a conflict of interest can be damaging and are to be disclosed and approved in advance by Management of ORIX India Group. In case you come across situation as referred above, highlight your concern at compliance@orixindia.com

5. Health and Safety

TPA shall strive to provide a safe, healthy, and clean working environment for its employees.

6. Environment

TPA shall strive for environmental sustainability, particularly about the emission of greenhouse gases, consumption of water and energy and the management of waste and hazardous materials.

7. Money laundering and Sanction list

TPA confirms that as par best of their knowledge none of their employees, associates, director's or any other stakeholder's name is appearing in any of the sanction list issued by various international & regulatory bodies such as United Nations, US & UK etc (hereinafter referred as "Sanctioned List").

TPA confirms that during their business relations with ORIX India Group if any of your employee, associated, directors or any other stakeholder's name appears in any of the Sanctioned List & TPA is aware about it then in such case TPA shall promptly inform the same to ORIX India Group

TPA further confirm that nowhere, it directly or indirectly attempts to indulge or knowingly assists or knowingly is a party or is involved in any process or activity connected proceeds of crime including its concealment, possession, acquisition or use and projecting or claiming it as untainted property.

8. Third Party Representation

TPA shall not represent ORIX India Group in any manner whatsoever to any third party or judiciary including quasi judiciary without duly authorised prior written permission from ORIX India Group. They are expected to abide by the Code in their interactions with, and on behalf of ORIX India Group, including respecting the confidentiality of information shared with any third person.

TPA shall safeguard the confidentiality on the use of intellectual property and data of ORIX India Group & its Clients.

9. Protecting Company Assets

Assets of ORIX India Group shall not be misused; they shall be employed primarily and judiciously for the purpose of conducting the business for which they are duly authorised or engaged or appointed. These include tangible assets such as Vehicles, equipment etc

& also intangible assets such as proprietary & confidential information, intellectual property, Brand Name, Logo or Trademark etc. of ORIX India Group or of ORIX Corporation

10. Competition and Anti-Trust

TPA must not enter into formal or informal anti-competitive arrangement that fix prices collude rebids limit supply or allocate control markets they must not exchange current recent or future pricing information with competitors TPS must not participate in a cartel or any activity that would unlawfully restrain or impact competition

11. Tax compliance

TPA confirms that they will ensure compliance of all Tax related guidelines, applicable to them, In case when any GST or other Tax related payments are made to TPA by ORIX India Group then TPA has to promptly deposit the same with concern taxation authorities. TPA understand & accepts that if it is found that TPA has not discharged his/her/its Tax liability against the payment received from ORIX India Group, ORIX India Group reserves a right to withhold future payments to be made to TPA, unless tax related liabilities are discharged by the TPA In full within prescribed timelines as mentioned under GST or any other Act.

12. Frauds and deceptions

TPA must not seek to gain an advantage of any kind by acting fraudulently deceiving people making false claims or allowing anyone else representing them to do so. This includes defrauding or stealing any kind of miss appropriation of property or information. This also includes raising correct and appropriate bills for payment to ORIX India Group against the products & services rendered as per agreed terms.

13. Reporting Violations

The TPA shall notify ORIX India Group regarding any known or suspected improper behaviour relating to its dealings with us, or any known or suspected improper behaviour by ORIX India Employees, by email to: compliance@orixindia.com

In case of any dispute/ concern over payments or billing related matters, please refer to the contract executed with ORIX India Group for escalations and resolutions.

Reported violations will be treated confidentially without retaliation.

14. TPA commitment

Upon signature/acceptance of this Code, the TPA accepts that this document shall be a commitment to the principles set out here in for all existing contract (if any) and for all businesses and contractual relationship with ORIX India Group.