

CODE OF CONDUCT FOR VENDORS

Havells India Limited (“Havells”) believes that good market leaders are characterized by competence and integrity. In following this, Havells as an organization, creates value by fulfilling its commitment to the vendors, customers, employees and the society and acts with sound and effective corporate values.

This Code describes Havells’ expectations how our vendors (“Vendors”), which we regard as our ‘Extended Enterprise’, conduct business. This Code is integrated into our day-to-day procurement and operations and is an integral part of our vendor qualification, development, and evaluation requirements. Vendors are expected to act in accordance with this Code.

Vendors must act with integrity and are expected to demonstrate a commitment to legal, ethical, safe, fair, and environmentally responsible business practices. We seek Vendors that operate in compliance with all applicable laws and focus on working with Vendors that make efficient and effective use of their resources including the natural resources.

The Code is established on the following organizational values:

1. LAWFUL ETHICAL BUSINESS PRACTICES:

We expect our Vendors to conduct business in accordance with the highest ethical standards and in compliance with all applicable laws, rules and regulations including but not limited to labour and human rights, wages and benefits, working hours, child labour, human trafficking, environmental laws and for each to develop policies and programs as appropriate to ensure that all its personnel understand and adhere to these standards.

2. NATURAL JUSTICE, FAIRNESS AND EQUITY:

Vendor(s) must ensure and demonstrate practices to promote equal opportunities for and treatment of its personnel irrespective of skin colour, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age.

3. COMMISSIONS, GIFTS, BENEFITS AND ENTERTAINMENT:

Havells does not tolerate corruption or bribery in any form and we expect our Vendors to fully comply with requirements of all applicable anti-corruption laws and that of this Code. No Vendor shall not directly or indirectly give any commission, gift, benefit and entertainment, in cash or in kind, to any Havells Employee, or to any family member of any Havells employee to obtain or retain business or favored treatment, to influence actions or to obtain an improper advantage for itself or any third party.

4. CONFIDENTIAL INFORMATION:

Havells expects its Vendors to protect confidential information. Vendors must adopt and maintain processes to provide reasonable protections for personal, proprietary and confidential information, including information that they access, receive or process on behalf of Havells.

Vendors have an obligation to ensure that all commercial and business information of Havells is secured against loss, misuse or un-authorized access, modification or disclosure. Vendors have a duty to maintain the confidentiality, integrity and security of

all commercial and business information, for which they are responsible. Vendors shall also keep in strict confidence all communications, technical or commercial know-how, specifications, inventions, processes or initiatives, which are of a confidential nature as have been disclosed by Havells to the Vendors, its personnel and any other confidential information concerning Havells business or its products which they may obtain.

- i. The Vendors may disclose the above mentioned information to its personnel who need to know such information for the purposes of carrying out the Vendors' obligations towards Havells or as may be required by law, court order or any governmental authority. The Vendors shall ensure that all such persons shall also comply with this clause in all respect.
- ii. The Vendors shall not use any of such information for any purpose other than to perform its obligations, as agreed with Havells.
- iii. The Vendors shall protect all business and operating secrets, as well as confidential information from third parties. This obligation to maintain confidentiality shall extend to everything that has been entrusted or become known to them or shall still be entrusted to them in connection with the implementation of the contractual relationship.
- iv. Any Information including but not limited to drawing/design or any modification suggested by Havells shall be sole property of Havells and the Vendors cannot use the same in any supply other than to Havells.

5. ENVIRONMENTAL & SOCIAL RESPONSIBILITY

We expect our Vendors to prioritise environmental protection in all significant aspects of its activities. As a minimum, the Vendor should comply with all applicable environmental laws, regulations and standards. The Vendor must strive to reduce the impacts of its activities and products on the environment. We expect that the Vendors have a procurement policy in place which adheres to principles of sustainability and further ensure that their own suppliers also follow principles of sustainability.

We expect our Vendors to provide equal opportunities to all without any discrimination based on gender, race, colour or nationality.

6. GRIEVANCE MECHANISM:

We expect our Vendors to have a process through which its personnel can raise workplace concerns without fear of retaliation. This grievance mechanism should be transparent and understandable to its personnel, and should ensure the protection of whistleblowers.

7. USE OF FACILITIES, MACHINERY, EQUIPMENT:

Vendors should take all possible care, when using Havells property, goods, intellectual property rights and ensure that they are used efficiently, carefully and honestly. Unless a written permission has been granted at appropriate level of Havells, such resources cannot be used for private or for any other purposes apart from the one for which it is given to the Vendor.

8. INTELLECTUAL PROPERTY RIGHTS:

The Vendor undertakes not to use intellectual property including trademarks, package designs, markings and concepts belonging to Havells (referred as “IPRs”) in identical and / or deceptively similar manner for any purpose apart from the purposes of performing obligations towards Havells. The Vendor acknowledges that all IPRs are the property of Havells and that any rights accrued or which may accrue from their usage shall inure to the sole benefit of Havells. The Vendor agrees not to dispute the title of Havells to the IPRs in any manner and undertakes not to set up any claim that gives Vendor any right, ownership or interest therein.

9. NON-DISCLOSURE OF PRICE SENSITIVE INFORMATION:

Vendor shall not use or proliferate any commercially sensitive information to the detriment of Havells.

Commercially sensitive information may include the following:-

- Restructuring plans
- Acquisition and divestiture of businesses or business units
- Financial information such as profits, earnings and dividends
- Raising finances
- Asset revaluations
- Announcement of new product introductions or developments
- Investment decision/plans
- Major supply and delivery agreements etc.

10. CONFLICT OF INTEREST:

If a Vendor is aware or believe that it has an actual or potential conflict of interest with Havells group or any of its employees, the Vendor must report all pertinent details to appropriate authority.

11. REPORTING VIOLATIONS:

Report to Havells management of any misconduct or any potential violation of Code by any Havells employee. Prompt reporting of violations is in the best interest of everyone. Reports will be handled as confidential as possible or you may anonymously report such incidence online through dedicated email id at: satark@havells.com.

12. MATERIAL PROCUREMENT AND HANDLING:

All materials used by the Vendors must comply with applicable rules, laws, and regulations regarding the prohibition or restriction of specific substances to ensure safe and responsible handling, storage, movement, reuse, recycling and disposal.

This is to certify that we have fully read the Havells "Code of Conduct for Vendors" attached above and understood the complete requirement of this Code, we hereby commit to abide by this Code and to fully comply with all of its principles.

We also certify that the person signing this Code is duly authorized by our firm/the company to sign and accept this document in its behalf.

Vendor: _____

Address: _____

Representative: _____

Signature _____

(With rubber stamp):

Date: _____