

BAJAJ HOUSING FINANCE LIMITED

Supplier Code of Conduct Policy

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Introduction:

Bajaj Housing Finance Limited ("**BHFL**"/ "**the Company**") places the utmost emphasis on ethical business conduct with integrity, transparency, and ownership, being the core integral values of BHFL. BHFL recognizes the significant role played by its Suppliers (as defined below) in its success and strives to build enduring relationships based on mutual respect and understanding. This 'Suppliers' Code of Conduct' ("**Code**") is designed to outline the essential standards of behaviour and ethical principles that BHFL expects from its Suppliers. All Suppliers associated with BHFL are required to familiarize themselves with this Code and comply with it. Compliance with this Code is required in addition to any other obligations in any agreement a Supplier may have with BHFL.

The term "**Supplier**" means any entity or person that sells/provide, or seeks to sell goods or provide services, to BHFL including the Supplier's employees, agents, and other representatives. .

Applicability:

This Code applies to all Suppliers, defined as any third-party by whatever name called including vendors, consultants, contractors, and individuals, together with its employees, agents, or representatives, providing or seeking to provide products or services to BHFL. Suppliers shall also ensure the compliance of this Code by all sub-contractors used by them (a) in connection with the provision of Suppliers' services to BHFL or (b) with whom Supplier shares any confidential information of the BHFL (or potential access to such confidential information) in accordance with the mutually agreed terms and conditions. All the capitalized terms used herein shall have the meaning ascribed to such terms in the Agreement.

Requirements under the code:

Suppliers shall ensure the following and avoid any actions that violates the provisions of this Code and all the provisions of this Code are in addition to the obligations specified in the Agreement and there provisions specified in the Agreement and this Code shall be read harmoniously:

a. Regulatory compliance:

Suppliers are required to adhere to all relevant Applicable Laws including local laws and compliances. Suppliers to ensure the monitoring and adherence to all Applicable Laws across the various geographical areas in which they operate.

b. Bribery and corruption:

BHFL maintains a strict policy of zero tolerance for any instances of bribery and corruption. Likewise, BHFL refrains Suppliers acting in its personal capacity from engaging in the acceptance, offering, promising, giving, or authorizing others to give, either directly or indirectly, any illicit payments, remunerations, gifts, donations, or similar advantages, while dealing with BHFL, its employees, government officials, customers or their representatives, to obtain or retain business; an/or influence business decisions; and/or secure an unfair advantage;

Suppliers must conduct all interactions with BHFL ethically, fairly, and professionally.

c. Anti-Money Laundering, Anti-Terrorism Financing and Sanctions:

Suppliers are prohibited from participating, either directly or indirectly, in any money laundering activities or engaging in business practices that contravene Applicable Laws concerning anti-money laundering. Suppliers should comply with Applicable Laws, following best practices for anti-money laundering and anti-terrorism financing policies.

d. Conflict of interest:

Suppliers are required to provide and clarify in writing, any or all scenarios in which their personal or professional interests could conflict, or may reasonably appear to be conflicting, with the interests of

BHFL or its stakeholders. Suppliers shall not extend any favour nor seek any favour from any employee of BHFL. In the event of such situations, Suppliers must promptly inform BHFL over email id "bhfl_whistleblower@bajajhousing.co.in " and take corrective measures to alleviate the conflict.

e. Regulatory action against the Supplier:

Suppliers should notify BHFL in writing, if it becomes aware of any actions or investigations by any Government Authority including government or regulatory agency which may be initiated, ongoing or threatened against the Supplier in relation to a breach of any Applicable Laws.

f. Confidentiality:

Suppliers shall ensure that confidential or proprietary information about BHFL, its customers, employees or other parties, whose access has been gained by Supplier while working for BHFL shall be kept confidential and which shall NOT be used for personal or business advantage, except as otherwise provided under the Agreement. The confidential information also extends to any employee data, personal data, business data or third-party information as shared by BHFL.

g. Data Privacy:

BHFL ensures that it complies with all Applicable Laws concerning data protection and contractual requirements. BHFL is committed to uphold highest data protection and privacy standards with respect to all customer's personal data. BHFL also expects its Suppliers to adhere to standards as set out under Applicable Laws, when processing such personal data, including sensitive personal information and ensure that its employees, agents, representatives does not commit breach of privacy of any data (in physical or digital or oral form). In the event of any cyber-attack, supplier should inform BHFL within 6 (six) hours of the incident provided any information of BHFL is stored and available with the Supplier on its systems.

h. Business Continuity:

Suppliers are required to have plans and procedures in place for resuming business operations in the event of a disaster (e.g., ransomware/ malware attack, hacking of systems, fire, flood, wind, earthquake, explosion, etc.) or Force Majeure or any form of work stoppage (e.g., system failure, labour strike, economic/social structure breakdown, etc.) as may be applicable.

i. Third Party engaged by Suppliers:

In event Suppliers engage any third party to provide services/goods to BHFL, Suppliers shall ensure that such third party adheres to this Code and does not indulge in any activity that violates the terms of this Code. Suppliers shall ensure that the Code is adhered by their employees, representatives, agents, subsidiaries, business partners and subcontractors involved in providing services to BHFL.

j. Employee relationship:

Suppliers shall ensure that their employees shall not indulge in wrongful claim of employment with BHFL and Supplier is expected to ensure adherence of all relevant Applicable Laws pertaining to labour laws and regulations and must ensure that their employees receive all statutory benefits as per Applicable Laws.

k. Non-discrimination and harassment free environment:

Suppliers must establish a workplace that is free from discrimination and harassment. Discrimination based on factors such as race, gender, caste, religion, disability, marital status, pregnancy, culture, ancestry, socioeconomic status, etc., is strictly prohibited.

l. Prohibition of Child Labour and Forced Labour:

Suppliers shall not employ, engage or otherwise use any child labour. Suppliers must refrain from participating in practices related to subcontracting with organizations that employ child and/or forced labour at any stage.

m. Health & Safety:

Suppliers are encouraged to maintain work environment that is both healthy and safe for employees, visitors, and third parties, in accordance with the conditions and requirements outlined in Applicable Laws and regulatory standards.

n. Environmental Management:

Suppliers shall strive to conduct their operations in adherence to all regulatory mandates related to environmental management, emphasizing the preservation of the environment, judicious use of natural resources, and environmentally responsible waste treatment. Suppliers are urged to incorporate best practices in environmental management to minimize the impact of their products, services, and operations on the external environment and actively mitigate such effects to the greatest extent possible.

o. Human Rights:

BHFL expects its Suppliers to endorse and uphold the protection of human rights, ensuring they are not involved in any human rights violations. Suppliers are strictly prohibited from tolerating any form of violation of Applicable Laws pertaining to human rights.

p. Communities:

Suppliers shall endeavor to maintain cordial relationships with communities and avoid or minimize to the extent possible any negative impacts on communities due to supplier's products / services / operations.

q. Social Media/Publicity:

Suppliers and any of its employees/ representative and /or agents and/or sub-contract shall obtain prior written consent and/or approval before using any of the social media platforms and /or print media for posting/publishing information about BHFL.

r. Tele Communication and Marketing:

Suppliers shall, to the extent applicable, ensure compliance with applicable tele communication and tele marketing laws, rules and regulation and guidelines including Telecom Commercial Communications Customer Preference Regulations, 2018 (as amended from time to time) and guidelines issued by Reserve Bank of India on Important guidelines for sending commercial communication using telecom resources through voice calls or SMS.

s. Collection:


Suppliers shall, to the extent applicable, while undertaking any collection services, ensure compliance with applicable laws and the model code of conduct as specified in the Agreement or any such guidelines as issued by RBI].

Reporting concerns to BHFL:

BHFL believes in open and honest communication with its Suppliers. Suppliers and their employees/agents/representatives/subcontractors can raise concerns if they reasonably suspect or become aware of any violation of this Code and/or any Applicable Law/regulation through the BHFL's Whistle-blower channel.

All concerns reported shall be handled confidentially, and there should be no retaliatory actions. Suppliers must refrain from retaliating against any of their employees, agents, representatives, or subcontractors who have raised a concern in good faith through the BHFL's whistle-blower channel.

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