

SUPPLIER CODE OF CONDUCT

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1.0 INTRODUCTION

Hexaware Technologies Limited, its subsidiaries, group companies and affiliates (“Hexaware”) is strongly committed in observing the highest ethical standards and integrity in all its procurement activities. This Code of Conduct for Suppliers defines the clear standards for conduct and summary of Hexaware’s expectation from the suppliers, and their sub-contractors in all procurement dealings, ensuring that internationally recognized procurement ethics are followed (the “Code”).

Hexaware procurement ethics focuses on zero tolerance on corruption, avoiding any form of conflict of interest and honest representation of supplier’s capabilities.

Suppliers are strongly urged to comply with this Code of Conduct to ensure successful conduct of their activities with Hexaware.

2.0 DEFINITION

- a) **“Confidential Information”**- all material, nonpublic, business-related information, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation.
- b) **“Conflict of Interest”** shall include, but will not be limited to, instances where an Hexaware employee or director may have an interest of any kind in the Supplier's business, whether through personal relationships, investments, directorships or any kind of economic ties with the Supplier or any such relationship whereby the Supplier is in a position to influence the concerned employee directly/ indirectly.
- c) **“Procurement Activities”** shall include staffing, products or services from Suppliers
- d) **“Relative”** shall include immediate family and shall include children, parents, spouse, partner and sibling
- e) **“Sub-Contractors”**- an individual or (in some cases) a business that signs a contract to perform part or all of the obligations of another’s contract.

3.0 PURPOSE

Hexaware engages with Suppliers who share our commitment to human rights and fair employment practices in accordance with existing international standards such as the:

- UN Universal Declaration of Human Rights,
- UN Convention on the Rights of the Child,
- International Covenant on Civil and Political Rights,
- ILO Declaration on Fundamental Rights at Work,
- Modern Slavery Act, 2015 and Modern Slavery Act 2018

This code of conduct is intended to:

- Set out high standards of business integrity expected from Suppliers
- Set out transparency and accountability in all procurement activities.
- Act as a guide to assist suppliers to adopt ethical and sound business practices and adhere to the legal and regulatory requirements while dealing with or providing services to Hexaware.

4.0 APPLICABILITY OF CODE OF CONDUCT

This Code of Conduct shall apply to a Supplier who is a third-party firm or individual that provides people, product or goods or service to Hexaware.

- **Supplier of People:** This refers to contractors (business and support) who provide manpower to Hexaware. The manpower assigned to Hexaware works at Hexaware and/or its client locations as an integral part of the workforce.
- **Supplier of Services:** This refers to partners/agencies which provide essential services (such as catering, food and beverage counters, transportation, construction etc.) at Hexaware locations.
- **Supplier of Products:** This refers to partners who supply products to Hexaware (such as hardware, software, electrical / electronic equipment, furniture, heavy equipment, stationery etc.) across Hexaware locations.

The following persons and entities are covered by this Code of Conduct and are subject to its provisions:

- Suppliers, and to other entities which may include its affiliates, agents, contractors and third parties acting on behalf of them (with approval of Hexaware).
- Its owners, officers, directors, employees, consultants, temporary workers of Supplier entities.

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5.1 COMPLIANCE WITH ALL THE REQUIREMENTS

Hexaware expects all contracted Suppliers to comply with all the applicable legal/statutory/regulatory requirements of the land without fail.

5.2 FAIR DEALING

Hexaware is committed to free and open competition in the marketplace. Suppliers should avoid actions that could reasonably be construed as being anticompetitive, monopolistic, or otherwise contrary to laws governing competitive practices in the marketplace, including antitrust laws. Such actions include misappropriation and / or misuse of a competitor's confidential information or making false statements about the competitor's business and business practices.

For more details, please refer to Hexaware's Anti-trust/Competition policy.

5.3 ANTI-BRIBERY & ANTI-CORRUPTION COMPLIANCE

Hexaware expects all contracted Suppliers seeking to sell goods or services to conduct their business in accordance with the highest ethical standards. Suppliers or potential Suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence Suppliers and those acting on their behalf are expected to observe the following:

- Shall not, directly or indirectly, offer to any Hexaware Representative/Staff money, goods or a service as a consideration or in expectation of a favorable decision, information, opinion, recommendation, vote or any other form of favoritism which qualifies as a corruption.

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- Shall not directly or indirectly, offer, give or agree or promise to give anything of value to any Hexaware representative/staff, any gratuity or gift for the benefit of/or at the direction or request of any Staff of Hexaware to improperly obtain new business or retain existing business.
- To immediately inform whistleblower@hexaware.com if any Representative/Staff of Hexaware solicits or obtained or has tried to obtain gratification for himself/herself or for any other persons.

Hexaware does not give or receive bribes, including facilitation payments

- Hexaware is committed to conducting business holding highest standards of integrity and adhering to the letter and spirit of all the applicable laws and regulations of the locations where the Company operates.
- Management of the Company including members of Board of Directors have adopted a 'zero tolerance' approach to/from any form of Corruption within the Company by setting personal example of ethical attitude and ensuring compliance with applicable Anti Bribery and Corruption legislation and internal policies implemented by the Company, while executing their duties.
- Hexaware prohibits direct or indirect payment/acceptance of bribe or any form of corrupt payment to any party for furtherance of business or to gain any Undue Advantage. Further, Employees are not permitted to pay any form of bribe indirectly on behalf of the Company or authorize any Third Party representing Hexaware, to pay bribe on the behalf of the Company.
- Bribery may not always be in the form of cash payments and may take many other forms, including gifts, hospitality, entertainment, political contributions, charitable donations, lobbying payments, sponsorships, employment opportunities, among others.
- Facilitation Payments are also prohibited and must not be incurred by Employees or Third Parties either directly or indirectly on behalf of Hexaware.
- For more details, please refer Hexaware's Anti-Bribery and Anti-Corruption Policy

Giving or receiving Gifts, Hospitality and Entertainment ('GHE') should be reasonable, and in certain cases prohibited.

- Gifts, Hospitality and Entertainment given to or received from any Third Party who have a business relationship with the company are generally acceptable, if the GHE is modest in value, appropriate to the business relationship, and does not create an appearance of impropriety. No cash or cash equivalent payments should be given or received.
- In case of Public Officials, giving gifts is prohibited except for gifts during festive seasons such as Diwali, Christmas. Hospitality provided to Public Officials should be reasonable and should not influence or appear to influence any business decision. Further, any form of entertainment to Public Officials is not permissible.
- Prior to offering a permissible gifts, hospitality or entertainment to any Third Party including Public Officials, Employee should be in compliance with respect to the approval guidelines and value limits set by the company.

For more details, please refer Hexaware's Gifts, Hospitality & Entertainment Policy

- **Donation and Sponsorship to political parties, individual candidates and Public Officials is prohibited.**
 - Hexaware does not offer donations or provide sponsorship to Public Officials.
 - Hexaware is politically neutral, i.e., not directly or indirectly affiliated with any political party and does not provide services linked to any political messages. Hexaware does not associate itself with any political party or independent candidate, and does not campaign for, support and offer donation to political parties to influence

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any decision or gain business advantage. Accordingly, Hexaware does not make political contributions, donations and sponsorships of any kind to political parties and individual candidates.

- For more details, please refer Hexaware's Donations and Sponsorships Policy

- **Third party management**
 - i. Anti-Bribery and Corruption laws impose liability on companies that become involved in the direct or indirect acts of Bribery. The Company may therefore incur criminal and/or civil liability where Third Parties indulge in any act of Bribery in the course of their work on the Company's behalf, or otherwise for the Company's benefit. This exposure can arise even where the Company Employees ensured to take preventive steps that improper payments or advantages are not offered or accepted on behalf of the Company by Third Party or their representatives.
 - ii. To maintain the highest standards of integrity, with respect to any dealings with a Third Party, the Company will ensure that:
 - All the Third-Party contracts include Anti-Bribery and Anti-Corruption compliance clauses to ensure compliance with terms of this Policy.
 - Include appropriate wording/clauses in the Third-Party contracts to make it possible to withdraw from the relationship and take the appropriate disciplinary action, on the Third Parties who fail to abide by this Policy.
 - At the time of onboarding a Third Party and later on Annual basis, the Company must obtain an Anti-Bribery and Anti-Corruption undertaking or declaration from every Third Party to this effect. (Refer [Section 14](#) for Anti-Bribery and Anti-Corruption Declaration)
 - iii. Every Third Party appointed for representing Hexaware or carrying out any activity for Hexaware must be hired/appointed in accordance with the guidelines, protocols and procedures around Third-Party identification, due diligence, on-boarding and approvals as set forth in Hexaware's Third Party Management Policy.

- **Anti-money laundering practices**
 - a) Money laundering occurs when individuals or organizations try to conceal illicit funds or make those funds look legitimate. Money laundering is illegal and strictly prohibited by Hexaware.
 - b) Hexaware is strongly committed to prevent the use of its operations for money laundering, financing of terrorism, or any other criminal activities, and will take appropriate actions to comply with all the applicable anti-money laundering and anti-terrorism laws throughout the world.
 - c) Hexaware conducts business only with reputable customers involved in legitimate business activities, with funds derived from legitimate sources. Jurisdictions in which Hexaware operate may publish lists of individuals and organizations that any company is prohibited from accepting funds from or distributing funds to, under applicable Anti-Money Laundering laws. Employees are expected to use reasonable care to verify that counterparties are not owned or controlled by, or acting on behalf of, sanctioned governments, groups, individuals, organizations and other entities.
 - d) If an Employee deal directly with customers or Third Parties, the following examples may signal potential money laundering:
 - i. Attempts to make large payments in cash.
 - ii. Payments by or to someone who is not a party to the contract.
 - iii. Requests to pay more than the amount as agreed in the contract.

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- iv. Payments made in currencies other than those specified in the contract.
- v. Payments from an unusual and/or non-business account.
- vi. Transactions forming an unusual pattern such as bulk purchases of products or gift cards or repetitive cash payments.

For more details, please refer to Hexaware's Anti-money laundering & sanctions policy.

5.4 CONFLICT OF INTEREST

This shall include, but will not be limited to, instances where an Hexaware employee or director may have an interest of any kind in the Supplier's business, whether through personal relationships, investments, directorships or any kind of economic ties with the Supplier or any such relationship whereby the Supplier is in a position to directly/ indirectly influence the concerned employee.

- Suppliers must disclose all actual or potential Conflicts of Interest with Hexaware at the time of empanelment.
- Supplier must immediately report if any of the Supplier's staff and/or officers had or have any relative employed with Hexaware at the time of empanelment.
- Where such Supplier is already in service of Hexaware at the time of the relative becoming an employee of Hexaware, the Supplier must immediately notify Hexaware of such employment once he/she is made aware about the same.

Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the Supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization. For the purpose of this clause, the term "relative" shall include immediate family and shall include children, parents, spouse, partner and sibling.

For more information, please refer to Hexaware's Conflict of interest policy

5.5 REPRESENTATION FROM SUPPLIERS

Hexaware expects all its Suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/ services to Hexaware.
- It will not act in concert with other Suppliers or agents when participating in a bid.
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third-party provider of the same products/services.
- It will only supply products and/or services that are certified to be of merchantable and satisfactory quality.
- The Supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations.
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from Hexaware has been obtained; and
- It shall always maintain the highest standards of integrity and quality of work.

5.6 LABOR & WORKPLACE MANAGEMENT

It is expected from Suppliers that they:

- Provide a workplace free of direct or indirect discrimination, harassment or bullying on the grounds of gender, age, race, nationality or ethnic origin, disability, family responsibilities or parental status, marital status, the occupation of spouse or partner, medical or irrelevant criminal record, political convictions, pregnancy or potential pregnancy, religious beliefs or activities, sexual preference or sexuality, physical appearance, social origin etc.
- Treat their workers equally regarding salaries, recruitment, professional training, promotion and working conditions, irrespective of criteria such as the ethnic origin, sexual orientation, gender, age, union membership or political and religious views of individuals. The Suppliers shall ensure compliance with minimum working hours and minimum wages prescribed by applicable local laws and regulations.
- Not use child, forced or involuntary labour in any form.
- Provide fair pay and working conditions, including adequate rest periods and parental leave.
- Recognize and respect the right to freedom of association and collective bargaining of its employees consistent with local/ national laws and regulations.
- Provide their employees a safe and healthy workplace, which complies with all applicable safety and health laws, regulations, and practices. Suppliers shall ensure that all legal requirements including but not limited to occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food and housing are addressed. Suppliers shall take adequate steps to minimize the causes of hazards inherent in the working environment. Suppliers shall take adequate steps to address the issue of substance abuse and shall prohibit the use, possession, distribution or sale of illegal drugs in their supply chain.

Modern Slavery

Hexaware's culture & philosophy is based on promoting human rights & as part of it we are committed to prohibiting modern slavery & human trafficking.

We are signatory to the United Nations Global Compact (UNGC) & are committed to protecting & preserving human rights as per UN Guiding Principles & the International Labour Organization's Declaration on Fundamental Principles & Rights at Work.

We are committed to exhibit zero tolerance towards all facets of modern slavery, as elaborated under the Modern Slavery Act 2015 UK (designed to tackle slavery, servitude and forced or compulsory labor and human trafficking, including provisions for the protection of victims), Commonwealth Modern Slavery Act 2018, the UN Declaration of Human Rights and the conventions of the International Labour Organizations specific to forced or compulsory labour.

We expect suppliers to share our commitment to prohibit all forms of modern slavery. For more information, please refer to the Slavery & Human Trafficking statement available on Hexaware website.

5.7 AVAILABILITY OF SERVICES

To ensure availability of services to Hexaware, it is expected from Suppliers that they:

- Define and maintain a written Business Continuity Plan (BCP), to minimize business impacts in the event of major disruption, which is integrated across business units and regularly tested.

- Define and maintain Emergency Response Plan (ERP), to minimize harm to employees, the local community and local environment in the event of a site disaster, which is integrated across business units and regularly tested.

5.8 PROTECTING HEXAWARE'S ASSETS

The assets of Hexaware shall not be misused but shall be employed for the purpose of conducting the business for which they are duly authorized. These include tangible assets such as equipment and machinery, systems, facilities, materials and resources as well as intangible assets such as Intellectual Property Rights, Knowhow & Technology, proprietary information, relationships with customers and suppliers, etc. The supplier must maintain physical and electronic security for all confidential information. Supplier's employees should use extreme care in protecting confidential or proprietary information of any kind. Face-face discussions should be conducted in a secure location. If confidential information to be discussed or exchanged between Hexaware and the supplier, or the supplier and a Third Party, the parties must first ensure that a confidentiality or Non-Disclosure Agreement has been signed and is being complied with.

The Supplier shall take appropriate steps to safeguard and not infringe any Hexaware's confidential and proprietary information/intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with Hexaware. In case of sub-contracting, sharing of confidential information should be made with the consent of Hexaware.

5.9 DATA PROTECTION & DATA PRIVACY

- Suppliers are required to protect Hexaware and its customers' proprietary information, protect its confidentiality and shall not, without the prior written consent of Hexaware, disclose such information to any other person or use such information in any manner.
- Suppliers are expected to comply with all applicable laws and regulations governing the protection, use, and disclosure of firm proprietary, confidential and personal information. Suppliers may only use confidential firm information to perform work on behalf of Hexaware and may not disclose such information unless such disclosure is required by law; provided that Hexaware has been given reasonable advance notice of any such requirement to disclose the information to enable Hexaware to take necessary action on such disclosure.
- Upon expiration or termination of business relationship with Hexaware, the Suppliers will promptly return to Hexaware or destroy, all confidential Information of Hexaware and certify such return and/or destruction to Hexaware.
- Suppliers must be aware of and follow the applicable local laws and regulations regarding the protection of an individual's personal information, including Hexaware's customers and employees. Where a privacy incident occurs or is suspected i.e., the unauthorized access to or misuse of any personal information of Hexaware customer/contractors/ employee, suppliers must immediately report such incident to privacy@hexaware.com.

For more details, please refer data privacy policy available on Hexaware website ([Privacy Policy | Hexaware](#))

5.10 BOOKS & RECORDS

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- Hexaware's stakeholders must not engage in any actions or transactions which lead to financial or reputational loss to the Company or are blatant acts of fraud. All corporate records of Hexaware must be true, accurate and complete, and the Company data must be promptly and accurately entered in our books in accordance with Hexaware's and other applicable accounting principles, applicable laws and regulations. Suppliers must not improperly influence, manipulate or mislead any audit, nor interfere with any auditor engaged to perform an independent audit of their books, records, processes or internal controls. No supplier in any way will cause the Company's accounts or other records to not clearly describe and properly state the true nature and timing of a business activity or transaction.
- Suppliers are responsible for maintaining accurate and complete books and records and complying with all required controls and procedures for records created because of business activities conducted on behalf of Hexaware including retention requirements.
- Hexaware will make certain that all disclosures made in financial reports, public documents or any regulatory filings are full, fair, accurate, timely and understandable. No business goal of any kind is ever an excuse for misrepresenting facts or falsifying records. Suppliers must inform the Compliance Officer if they learn that information in any filing or public communication was untrue about them or misleading at the time it was made or if subsequent information would affect a similar future filing or public communication.

5.11 MONITORING & COMPLIANCE TO THE CODE OF CONDUCT

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Hexaware expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete.
- Provide Hexaware's representatives with access to relevant records, upon Hexaware's request.
- Allow Hexaware's representatives to conduct interviews with the supplier's employees and with management separately.
- Hexaware may periodically request certain information from its suppliers in relation to their compliance with the Supplier Code of Conduct, to fulfil its obligations regarding monitoring and verification of its supply chain. Suppliers shall comply with such requests in a complete and timely manner.
- Allow Hexaware's representatives to conduct announced and unannounced site visits of supplier locations.
- Respond promptly to reasonable inquiries from Hexaware's representatives in relation to the implementation of the Code of Conduct.
- Failure to comply with this Supplier Code of Conduct or with applicable laws will entitle Hexaware to immediately terminate the Supplier as a Supplier to Hexaware and/or disclose the matter to appropriate regulators and/or law enforcement bodies. If permitted by applicable law, Hexaware will discuss this matter with the Supplier and give the Supplier an opportunity to respond, before Hexaware discloses the matter to the relevant authorities.

5.12 PROHIBITION ON INSIDER TRADING

If the Supplier becomes aware of material, non-public information relating to Hexaware or its business, it may not buy or sell Hexaware securities or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Supplier becomes aware of material, non-public information about any other company, including Hexaware customers, suppliers, vendors or other business partners, that is obtained by virtue of the supplier's interaction with Hexaware, then the Supplier shall not buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others.

Doing so is not only a violation of the Code that may result in immediate termination for cause but is also a serious violation of applicable securities laws and will expose any individuals involved to potential civil and criminal prosecution.

For more details, please refer to Hexaware's Insider trading policy.

5.13 COMPLIANCE TO ENVIRONMENTAL LAWS

Hexaware's Suppliers must comply with all applicable environmental laws and regulations. They must consider setting carbon reduction targets to reduce their negative environmental impact and work on the principles of the circular economy in manufacturing, recycling, and waste management, where appropriate. The suppliers must provide visibility regarding their progress towards this commitment and must encourage the use of environmentally friendly practices throughout their supply chain.

6.0 SECURE COMMUNICATION CHANNELS

Hexaware has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behavior or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Hexaware at email address complaintscommittee@hexaware.com.

Hexaware will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behavior and/or a possible violation. Hexaware will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be treated strictly confidential.

7.0 SANCTIONS

Breach of the Code of Conduct may result in actions being invoked against that supplier, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions available to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions.
- Disclosure of nature of breach to all Hexaware subsidiaries and associate companies.
- Immediate termination of contract, without recourse.

8.0 ENVIRONMENTAL, SOCIAL AND GOVERNANCE MANAGEMENT

We at Hexaware, are committed to imbibe the philosophy of sustainability as an integral part

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of our business and earnestly commit ourselves to uphold this as governing framework for all our business endeavors. We have established Sustainability policy which defines the framework for sustainability at Hexaware and works in conjunction with various other policies in existence to create long lasting value for the environment, society, and business. This policy will also facilitate us to promote diversity, ensure social equality, enhance environmental performance, mitigate future risks, and improve economic prosperity.

For more details, refer to Hexaware's Sustainability policy & Sustainable procurement policy.

9.0 TRAINING & AWARENESS

The Company must ensure to inculcate all the principles as laid down in the Code and other ethics and compliance policies of the Company by imparting trainings as follows:

- i. To all new suppliers covering Hexaware's Code of Conduct, Anti- Bribery and Anti-corruption Policies, Anti Money Laundering Policy and other related policies, within 30 days of onboarding.
- ii. Annual refresher training to all the suppliers to educate them on the requirements and obligations as laid down by the Company's Code and all the other ethics and compliance policies and procedures as well as rules and requirements of all applicable laws and regulations.
On an annual basis, each vendor will be required to recertify compliance with the code. The company shall obtain annual confirmation from the vendor on the code of conduct.

10.0 LIST OF DO'S & DON'TS

The below list of Dos and Don'ts is a guideline and does not substitute the contents of the Supplier Code, which must be complied with in entirety.

Dos

- Read the contents of the Supplier Code of conduct and ensure that the Supplier is not in violation of any of the clauses.
- Accept the Supplier Code of conduct in a timely manner.
- Actively monitor and ensure compliance with all applicable laws and Hexaware policies as amended from time to time.
- Ensure that Supplier Code of conduct is explained to employees, subsidiaries, business partners and subcontractors.
- Conduct business with integrity and exhibit responsible ethical behavior in all interactions with Hexaware and/or its customers.
- Maintain documentation necessary to demonstrate compliance with Supplier Code of conduct.
- Report any breach/violation of Supplier Code of conduct by employees, subsidiaries, business partners and/or sub-contractors in a timely manner.

Don'ts

- Indulge in any practice or means that violates the applicable laws and/or violates the Supplier Code of conduct.
- Hide or delay reporting an identified breach/violation of the Supplier Code of conduct to Hexaware.
- Obstruct any investigation undertaken for breach/violation of the Supplier Code of conduct.
- Share confidential information or data of Hexaware with any third party.
- Engage in any unfair practice or exert undue influence over Hexaware and/or its clients.

11.0 REVIEW OF THE CODE

Hexaware will periodically review this Code and make amendments as considered necessary in the interest of governance and in accordance with the relevant laws and regulations.

12.0 ADMINISTRATION OF THE POLICY

The Code is accessible to all the Suppliers on the Company's intranet. The Company must also inform all the Third Parties about this Policy or any amendments thereof, through online upload of the Code on the Company's website or any other mode as may be deemed to be necessary in this regard.

Any questions, exceptions or evaluations related to this Code must be forwarded to compliance_reporting@hexaware.com reviewed by legal, HR and Compliance and the final adaptation will be approved by the Chief Risk Officer.

13.0 ACKNOWLEDGEMENT AND ACCEPTANCE

At the time of empanelment, the supplier is expected to fill the supplier questionnaire provided by Hexaware. Hexaware reserves the rights to send the questionnaire to supplier at predetermined frequency/at any point of time & supplier is expected to respond to the same.

The undersigned Supplier hereby acknowledges that it has received Hexaware Code of Conduct for Suppliers (the “Code”) and agrees that all its authorized agents, subcontractors, affiliates, suppliers, doing business with Hexaware will receive the Code and certify that having fully read and understood the completed requirement of this Supplier’s Code of Conduct, do hereby commit ourselves to serve this Code of Conduct and to fully comply with all of its principles. The Supplier also acknowledges that its failure to comply with the Code may result in terminating the business relationship with the Supplier and allows Hexaware to take legal action as it deems necessary, and Supplier agrees that Hexaware will not be held liable for any loss or damage it may suffer because of such termination. The undersigned also certify that he/she is authorized to sign and accept this document on its behalf.

Signature: _____

Supplier: _____

Address: _____

Representative: _____

14.0 ANTI-BRIBERY AND ANTI-CORRUPTION DECLARATION

Hexaware Technologies Limited
<p>I, _____ (Name and Designation) certify that:</p> <ol style="list-style-type: none"> 1. I have the authority to make representations on behalf of _____ (TP Name). 2. I and the employees of _____ (TP Name) have read and are aware of the Company’s Anti-Bribery and Anti-Corruption Policy. 3. I and _____ (TP Name) have complied and will continue to comply with all relevant Anti-Bribery and Corruption laws including all laws, regulation and other requirements as applicable to the respective geographies in connection to our work with the Company. 4. Neither I, nor anyone else at _____ (TP Name) has offered, solicited, provided, accepted promised, paid, offered to pay, transferred or authorized, and will not offer, pay, promise, solicit, provide, accept, or authorize, directly or indirectly, any illegal bribe, kickback, or other improper or illegal payment to any person including any Public Official (Government Official) in connection with our work with the Company. 5. Neither I, nor anyone else at _____ (TP Name) have / will authorize, offer, promise or make any payment or give anything of value² directly or through a Third Party a commercial party, in order to induce a Government Official to do or omit to do any act in violation of a duty or other obligation or to influence or reward an action or decision of the Public Official (Government Official) or any non-government/ commercial party or to gain an improper business advantage. 6. I am not dealing with any Government Official who has a direct or indirect legal or beneficial interest in the business of the Company. 7. Neither I, nor anyone else at _____ (TP Name) will falsify or inflate any invoice or expense submitted to the Company for any purpose. 8. I will advise the Company immediately if these certifications change and/or no longer remain accurate during the term of the Agreement. 9. I understand and agree that any false certification is grounds for Hexaware to immediately terminate its relationship with _____ and cease all payments to _____ without any liability to Hexaware <p>Signature: _____ Name: _____ Designation: _____ Organization Name: _____ Date: _____ Place: _____</p>

¹ For purposes of this certification, “Government Official” shall mean an officer or employee of a government or government agency of any level, whether by appointment, by election or by agreement; an officer or employee of a body corporate that provides a service to the public; exercising a public function or acting in an official capacity on behalf of a government; a party official or candidate for political office; an officer or an employee of a public international organization, such as the World Trade Organization and the United Nations; or an employee, officer, or director of a state-owned or state-controlled enterprise

² For purposes of this certification, the term “anything of value” should be interpreted broadly to include anything that might be of value to the recipient, including (but not limited to) cash, future business, gifts, travel expenses, entertainment (e.g., sporting events, concerts, etc.), offers of employment or internships, business meals, sponsorships, and cash or in-kind charitable contributions. This also includes things of value provided indirectly, such as business opportunities to business partners; gifts or hospitality to a spouse; or internships or jobs for children of the intended bribe recipient