

## SUPPLIER CODE OF CONDUCT

### BACKGROUND AND APPLICABILITY

Mindtree Limited (“Mindtree/Company”) is a global technology consulting and services company, helping enterprises marry scale with agility to achieve competitive advantage. Operating in more than fifteen countries across the world, we’re consistently regarded as one of the best places to work and strongly commit to meet the highest ethical business practice and regulatory compliance while performing such services.

Since the operations of Company are widely spread across the globe, its customers in several jurisdictions demand Company’s adherence to the laws applicable to their jurisdictions which in particular deal with anti-bribery, trade controls, antitrust, conflict of interest, labor practices and human rights, health, safety and environment etc. In order to be compliant with these regulatory requirements, Company has adopted a ‘Code of Conduct’ which embeds the principles of fair-trade practices and standards in it. These standards apply to all Company employees, directors and officers, globally.

To ensure that such practices are followed not only within Company but also along Company’s supply chain, Company has globally implemented a ‘Supplier Code of Conduct’ (hereinafter referred as ‘Supplier CoC’), applicable to Company’s vendors, service providers, agents, subcontractors, consultants, business partners etc. (hereinafter referred to as ‘Suppliers’). Company expects its Suppliers (which includes their employees, directors, officers, agents, subcontractors, business partners and representatives) to embrace this commitment to integrity by complying with the requirements stipulated under this Supplier CoC and act with diligence, while conducting business with or on behalf of Company.

### PURPOSE AND SCOPE

We expect our Suppliers and its affiliates, its directors, officers, employees, agents, subcontractors, business partners and representatives, to comply with applicable laws, regulations, Company policies and terms and conditions of this Supplier CoC as amended from time to time. Furthermore, we expect our Suppliers to introduce suitable processes within their organizations that support such compliance with regard to the requirements included in Supplier CoC. It is the responsibility of each Supplier to identify all applicable laws and ensure compliances with such laws and regulations.

This Supplier CoC sets the minimum threshold for Suppliers to conduct itself with honesty, fairness, transparency and integrity while being associated with Company.

Supplier warrants that all its employees, consultants, agents, or any personnel deployed/performing work for Mindtree shall adhere to all applicable Mindtree policies as amended from time to time. The Supplier shall also ensure that all its personnel shall undergo the mandatory trainings prescribed by Mindtree from time to time. Supplier agrees that Supplier shall be liable and held responsible for any acts/omissions/performance/non-performance of Mindtree policies by its personnel.

### A. LEGAL COMPLIANCE AND BUSINESS ETHICS

#### **1. Compliance with Laws:**

Supplier shall ensure full compliance with all local laws and regulations including but not limited to antibribery and anti-corruption, health and safety, human rights, anti-trafficking and modern slavery, data protection, international trade, sanctions, export-controls, anti-trade and competition, prevention of sexual harassment and product safety.

**2. Antibribery and corruption:** Company has a zero-tolerance policy towards bribery and corruption and is committed to preventing fraud, bribery and all other corrupt business practices and has a zero-tolerance policy with respect to any form of bribery and/or corruption. Company expects all its Suppliers to practice the same and to comply with all applicable anti-bribery and anti-corruption laws and regulations.

Suppliers shall not offer or pay any bribes (including any offer to provide improper gifts or entertainment or facilitation payments) to secure or retain a business advantage (for the benefit of Suppliers or for the benefit of Company). Suppliers further agree that it shall not offer or pay any bribe to any person (including to any government official or any employee of Company or relative of the Company officials) in connection with any aspect of the performance of services or supply of goods to the Company.

Suppliers shall maintain internal policies and procedures that are designed to ensure that all their employees follow such practice and ensure to provide suitable training to its employees on such anti-bribery and anti-corruption policies and procedures.

**3. Economic Crime & Money Laundering:** Company expects Suppliers not to directly or indirectly engage in money laundering, terrorist financing activities, tax evasion or fraud, or conduct that violates anti-money laundering laws by accepting, transferring, converting or concealing money obtained from criminal activities or related to terrorist financing.

**4. Corporate Security and Data Privacy:** Right to privacy is treated as a fundamental right of an individual and Company respects the privacy of individuals and is committed to complying with the applicable data privacy laws and legislations including but not limited to the European General Data Protection Regulation, the California Consumer Privacy Act, the Data Protection Act 2018 in the UK and other applicable privacy laws to the extent that they apply to Company's data processing and business operations.

Company expects Suppliers to comply with all applicable laws relating to protection of data when any personal information is collected, stored, processed, transmitted, and shared by Company and its customers and to take appropriate measures to keep the data confidential and protected from any unauthorized access, destruction, use, modification and disclosure, through adequate organizational and technical measures.

Supplier shall within twenty-four hours notify Company if Supplier becomes aware of any data breaches as it can cause significant damage to the reputation of Company and its customers along with penalties from the authorities.

**5. International Trade and Export Laws:** Suppliers shall comply with all International Trade Control and export and import laws and regulations of all countries in which it operates.

**6. Insider Trading:** To the extent applicable, Suppliers shall not engage in insider trading or similar unlawful security related trade practices and shall comply with applicable laws including but not limited to SEBI (Prohibition of Insider Trading) Regulations 2015 and any amendments thereto including the applicable provisions of Companies Act, 2013. Suppliers are prohibited to buy, sell or otherwise deal with Company's securities and must be abide by the SEBI (Prohibition of Insider Trading) Regulations 2015 and any amendments thereto

**7. Fair dealing and Competition:** Business activities must be conducted in full compliance with the competition laws of the countries where supplier is doing business or providing services. Suppliers should never agree, discuss or share non-public information regarding pricing, costs, customers, marketing or any other commercially sensitive information with competitors. Supplier is expected not to engage in any form of unfair trade practices in violation of applicable antitrust laws.

**8. Conflict of Interest:** Suppliers shall disclose to Company any information of potential conflicts of interests. It is the duty of the Suppliers to notify Company in case Suppliers or any of their employees have any personal, business or any other relations with Company that may pose a potential conflict as it is believed that existence of such potential conflict may sabotage the principle of integrity and proper decision making.

**9. Whistleblower Protection:** Suppliers shall implement programs to speak up about non-compliances about this policy, Company code of conduct policy or any non-compliances with applicable laws. Suppliers shall prohibit retaliation against whistleblowers. Suppliers are expected to maintain a complaint mechanism in place to report and address such grievances in accordance with local legislation.

Kindly refer to : <https://www.mindtree.com/sites/default/files/2019-12/mindtree-whistle-blower-policy.pdf>

**10. Accurate Records, Documentation, Monitoring and Accounting Principles:** Suppliers shall honestly and accurately record, document and report all business information. Suppliers shall create and maintain international standards of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records,

and accounts. Suppliers are expected to monitor and comply with all applicable laws regarding their completion and accuracy and shall not suppress any material fact or provide incorrect information which could adversely affect Company's business.

**11. Publicity:** Suppliers shall not publish, or place into the public domain (including on any social media), any post tarnishing the reputation of the company, any fact or material on any matter connected with or relating to the agreement which Supplier enters with the Company. Suppliers shall neither use Company logo, its customer logo in the public domain (including any social media).

**12. No Representation.** Suppliers without prior written consent from Company, shall not represent Company or its holding companies, affiliates or group companies or Customers.

**13. Compliance with other applicable law:** Suppliers confirm that it shall operate its business in full compliance with all the applicable national and/or local laws and regulations, treaties and industry standards and shall maintain all records of such compliance as mandated under the applicable laws.

## **B. HUMAN RIGHTS AND FAIR LABOR PRACTICES**

**1. Equal Opportunity and Non-discrimination:** Company is an equal opportunity employer and acknowledges difference in culture across the regions. Company expects its Suppliers to recognize and respect the same and provide equal opportunities in workplace. Suppliers shall not engage itself in any form of discrimination based on disabilities, age, race, color, religion, ethics, sex, sexual orientation, gender identity or national origin or expression, marital status, pregnancy, political affiliation and shall comply to all applicable laws relating to this. Further, Suppliers shall not discriminate while hiring or during the employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline and termination.

**2. Workplace Harassment:** Company respects the dignity of every individual and does not tolerate any form of harassment in the workplace. Company expects its Suppliers to show respect for all its employees, subcontractors, customers working with them. Suppliers should provide a workplace free of verbal, physical and sexual harassment and ensure proper mechanism to address such concerns for appropriate resolution. Any such incident of harassment in relation to Company can be brought to the notice of: [posh.committee@mindtree.com](mailto:posh.committee@mindtree.com)

**3. Wages, Benefits, Working hours and Leave Policy:** Company believes that all employees shall get fair compensation for their work and expects its Suppliers to follow the same. Suppliers should always ensure that compensation including wages, paid leave, overtime pay, and benefits should always meet at least the minimum legal requirements. Suppliers shall comply with applicable working hour's regulations, wage regulations, including those relating to minimum wages, overtime compensation and other prevailing applicable labor laws. Suppliers should ensure that the working hours should not exceed the permitted hours per week inclusive of overtime. Suppliers shall adhere to country specific rules with respect to maximum working hours. Suppliers shall ensure at least a mandatory weekly leave, annual leave periods and holidays consistent with applicable laws and regulations.

**4. No to Child Labor and Juvenile Labor:** Company strongly upholds the human rights requirements and expects that the Suppliers shall under no circumstance use child or forced labor. Supplier shall only employ labor in compliance with applicable laws and regulations.

**5. Anti-Slavery and Anti Human trafficking:** Company is committed to ensure that there is no modern slavery or human trafficking in any part of business including our supply chains and expects Suppliers to ensure the same and comply with all applicable laws prohibiting such practices including but not limited to the Australia Modern Slavery Act 2018, UK Modern Slavery Act 2015 and such similar statutes. Suppliers shall not directly or indirectly be involved in situations that entail violation of fundamental human rights including but not limited to slavery, servitude, forced and compulsory labor and human trafficking or anything that results in deprivation of a person's liberty by another to exploit them for personal or commercial gain. Suppliers shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no modern slavery or human trafficking in its supply chains.

Suppliers shall not engage in any instance of forced, bonded or compulsory labor. All employees shall be given the liberty to accept the employment voluntarily and leave their employment in compliance with applicable laws. Suppliers should not mandate handover of government issued identification (e.g. Passports, work permits etc.) as a condition for employment.

Kindly refer to: <https://www.mindtree.com/sites/default/files/2020-04/modern-slavery-statement-mindtree.pdf> and <https://modernslaveryregister.gov.au/statements/file/3cca6a17-3c35-4089-98fd-ed3b860bf935/>. To the extent applicable, Suppliers shall document all the steps taken to tackle modern slavery and shall, on request, provide a report to Company setting out all policies and

procedures implemented, including due diligence undertaken, risk areas identified, how risks have been mitigated, training provided and consequences for third parties of noncompliance.

**6. Health and Safety:** Suppliers shall ensure to provide their employees and visitors health, safety and welfare at the workplace in compliance with all applicable occupational health and safety laws and regulations.

**7. Community Service:** Suppliers are encouraged to contribute and foster socio-economic development of the surrounding communities in which they operate.

**8. Freedom of Association and Collective Bargaining:**

The Supplier should grant its employees the rights to associate freely, form and join employee’s organizations, seek representation, and bargain collectively in accordance with applicable laws and regulations. Employees who choose to belong to trade unions - subject to laws and regulations - shall be free of pressure or influence from the Supplier. Where the right to freedom of association and collective bargaining is restricted under law, the employer shall not hinder the development of parallel means for independent and free association and bargaining. Suppliers must develop and implement mechanisms for resolving industrial disputes, including employee grievances, and ensure effective communication with employees and their representatives.

**C. PROTECTION OF ENVIRONMENT**

**1. Environmental Regulatory Compliance:** Company believes in improving and maintaining ecological balance by monitoring, tracking and controlling environmental impact at our workplaces by adopting sustainable practices and procedures. Company expects its Suppliers to recognize their responsibility towards the environment and to take appropriate measures to protect the environment. Suppliers shall comply with all relevant legal and other requirements applicable to environment. Suppliers shall ensure to obtain and maintain all required environmental permits and registrations required for conducting business. Suppliers shall immediately report any incidents or conditions that may result in a violation of environmental laws or regulations or have a material adverse environmental impact.

**2. Conservation of Natural Resources and Waste Management:** Suppliers shall strive to conserve natural resources by finding innovative ways to decrease energy, water, land and materials use. Suppliers shall make practical efforts to eliminate or reduce levels of waste generated and should integrate the concept of reduce/ reuse/recycle waste materials wherever possible. Suppliers are always encouraged to take steps towards use environment friendly products, reduce the use of plastics and papers, use renewable sources of energy and to reduce the carbon emissions. Suppliers are expected to control all the pollutants within the prescribed limit.

**D. THIRD PARTY COMPLIANCE**

While conducting business with Company if Suppliers engage any third party to provide services/goods to Company, in such cases, Suppliers shall take required steps ensure that such third party adheres to this Supplier CoC and does not involve in any activity which violates the terms of this Supplier CoC. Company reserves the right to conduct audit as may be required in relation to such third parties.

**E. AUDIT RIGHTS**

a., Suppliers shall maintain documentation required to demonstrate conformance to this Supplier CoC and will cooperate with reasonable requests by Company to demonstrate compliance with this Supplier CoC upon request with reasonable notice. Failure to cooperate with reasonable requests such an audit may result in the termination of any agreement with Supplier without any further delay.

b. If any audit results in non-compliance to this Supplier CoC, Suppliers are required to provide a detailed remedial action plan related to any such identified instance of noncompliance as soon as commercially reasonable, but no later than 10 business days.

**F. CERTIFICATION PROCESS**

Suppliers shall provide certificate confirming their compliance with all applicable laws and this Supplier CoC.

**G. TERMINATION**

Breach by Suppliers of these guidelines specified in Supplier CoC is construed as material breach and Company reserves the right to immediately terminate its agreement(s) with such Supplier, but only after Supplier is given a reasonable opportunity to rectify the material breach to the extent it can be rectified, without prejudice to any other rights and remedies available under the agreement or under law.

**H. REPORTING VIOLATIONS**

Suppliers shall immediately report existing and/or suspected violations of this Supplier CoC via email: [whistleblower@mindtree.com](mailto:whistleblower@mindtree.com). Company will closely monitor noncompliance with this Supplier CoC. Supplier’s reports will be handled confidentially, and Company prohibits any retaliation related to reported concerns made in good faith.

The Supplier having received, read and understood the Company policies and Supplier Code of Conduct, hereby assert and affirm the following:

**DECLARATION BY SUPPLIER**

We/I hereby acknowledge that we have received, read and understood Supplier CoC and undertake to comply with same in letter and in spirit. Upon occurrence of any breach to the terms and conditions of Supplier CoC, we shall promptly notify to Company and take all steps and remedial actions including reasonably suggested by Company.

Name of the Supplier	:	
Name of the Authorized Signatory	:	
Designation	:	
Signature	:	
Date / Place	:	