



Majesco Supplier Code of Conduct

Date: April 2026

Confidentiality Statement

Confidentiality Statement

This document contains proprietary and confidential information and data of Majesco and Affiliates. This document is provided, on the express condition that such information and data will not be used, disclosed, or reproduced in any form, in whole or in part, for any purpose (other than solely for evaluation purposes (other than solely for evaluation purposes by authorized representation with a need to know), without the express written approval of Majesco. The right to use, disclose and reproduce such information and data shall be governed by the service agreement between the client and Majesco.

Warnings and Disclaimer

The information provided is on an as is basis. Every effort has been made to make this book as complete and as accurate as possible, but no warranty or fitness is implied. The authors and the publisher shall have neither liability nor responsibility to any person or entity with respect to any loss or damages arising from the information contained in this book. Screenshots and data used within are for illustration purpose and may vary from the actual application

Table of Contents

1	Purpose and Introduction	Page 4
2	Scope and Application	Page 4
3	Ethics and Business Integrity	Page 5
3.1	General Ethical Standards	Page 5
3.2	Anti Bribery and Anti Corruption	Page 5
3.3	Fair Competition	Page 6
4	Compliance with Laws and Regulations	Page 6
5	Human Rights, Labor Practices, and Working Conditions	Page 7
5.1	Freely Chosen Employment	Page 7
5.2	No Child Labor	Page 7
5.3	Wages, Benefits, and Working Hours	Page 7
5.4	Humane Treatment	Page 7
5.5	Freedom of Association and Collective Bargaining	Page 8
5.6	Elimination of Slavery and Human Trafficking	Page 8
6	Diversity, Equity, Inclusion and Non-Discrimination	Page 8
7	Health, Safety, and Wellbeing	Page 9

8	Environment and Sustainability	Page 9
9	Data Privacy, Information Security, and Confidential Information	Page 10
9.1	Data Privacy	Page 10
9.2	Information Security	Page 10
9.3	Confidential and Proprietary Information	Page 10
10	Protecting Majesco Assets and Intellectual Property	Page 11
11	Use of the Majesco Name and Public Communications	Page 11
12	Export Controls, Sanctions, and Anti-Terrorism	Page 11
13	Quality of Products and Services	Page 12
14	Access to Majesco Facilities, Systems and Solicitations	Page 12
15	Conflicts of Interest	Page 13
16	Reporting Concerns and Non-Retaliation	Page 13
17	Monitoring, Audit, and Consequences of Non-Compliance	Page 13
18	Acknowledgement	Page 14

1. Purpose and Introduction

Majesco, together with its subsidiaries and affiliates (“Majesco”), is committed to conducting business in a lawful, ethical, environmentally sound, and socially responsible manner in every aspect of our operations. We value our customers, our employees, our business partners, suppliers, investors, regulators, and the communities in which we operate, and we recognize that our reputation and long term success depend on these relationships.

This Supplier Code of Conduct (“Code”) sets out the minimum standards we expect from all suppliers, including their employees, agents, subcontractors, and other representatives (collectively, “Suppliers”) that provide goods or services to, or on behalf of, Majesco.

Majesco recognizes that Suppliers are independent entities and that legal and cultural environments differ globally. Nevertheless, we expect Suppliers to comply with this Code and all applicable laws and to continuously work toward best practices in ethics, labor and human rights, health and safety, environmental stewardship, and business integrity. This Code is aligned with Majesco’s Code of Business Conduct & Ethics and Majesco’s Modern Slavery & Human Trafficking Statement, which together set the overarching standards for business integrity, human rights, and compliance across Majesco’s operations and supply chain.

Our Values and Suppliers

Majesco’s values of Integrity, Collaboration, Creativity, Curiosity, and Empathy guide how we work with each other and with our customers, partners, and communities. We expect our Suppliers to support and reflect these values in their own organizations—acting with integrity in every interaction, fostering diverse and inclusive teams, collaborating constructively, continuously improving, and treating all individuals with dignity and respect.

2. Scope and Application

This Code applies to:

- All entities that provide goods or services directly to Majesco; and
- All entities that provide goods or services indirectly to Majesco as subcontractors or through other tiers of the supply chain, where their products or services are incorporated into Majesco’s offerings or support Majesco’s operations.

Suppliers are responsible for cascading these standards to their own suppliers, subcontractors, and other third parties engaged in support of Majesco related work and for monitoring compliance.

Nothing in this Code is intended to diminish or limit any higher standard or more stringent obligation that may apply under local law, client policy, contract, or any Majesco policy, including the Code of Business Conduct & Ethics and Modern Slavery & Human Trafficking Statement. Where this Code, applicable law or regulation, a client policy, or a contract impose

different standards, Suppliers must follow the most protective or restrictive standard that applies to the relevant conduct.

3. Ethics and Business Integrity

3.1 General Ethical Standards

Suppliers must be committed to the highest standards of integrity, honesty, and fair dealing when interacting with workers, their own suppliers, customers, competitors, Majesco, regulators, and other stakeholders. Suppliers must:

- Maintain high standards of corporate governance and internal controls;
- Conduct business free from corruption, extortion, embezzlement, or fraud;
- Avoid taking unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or other unfair practices; and
- Treat employees, customers, and business partners fairly and with respect.

Majesco maintains a zero tolerance approach to fraud, embezzlement, theft, falsification of records, and other illegal activities, and expects Suppliers to adopt the same standard within their organizations and in all dealings related to Majesco.

3.2 Anti Bribery and Anti Corruption

Majesco and its Suppliers operate under a zero tolerance policy toward bribery and corruption. Suppliers must not directly or indirectly offer, give, promise, authorize, request, or accept any bribe, kickback, improper payment, or anything of value intended to obtain or retain business, secure an improper advantage, or influence a decision. This includes dealings with:

- Government officials, political parties, and candidates;
- Employees of state owned or state controlled entities; and
- Private sector employees and representatives.

Suppliers must comply with all applicable anti corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, and similar national and local legislation.

Any gifts, hospitality, or business courtesies offered to Majesco employees must:

- Be modest, customary, and infrequent;
- Not create a sense of obligation or appear to improperly influence a business decision;

- Be permitted under applicable law and the policies of both Majesco and the Supplier; and
- Be accurately recorded in the Supplier's books and records.

Suppliers shall cooperate with government authorities in efforts to eliminate all forms of bribery, fraud, and corruption.

3.3 Fair Competition

Suppliers must conduct business in compliance with all applicable antitrust and competition laws. Prohibited conduct includes, but is not limited to:

- Collusive bidding, bid rigging, or market allocation;
- Price fixing or output restrictions;
- Unlawful information sharing with competitors; and
- Any other unfair trade practices.

Suppliers must not compete with Majesco, directly or indirectly, for the same contract where they are engaged to provide services to Majesco in connection with that opportunity, unless expressly authorized in writing by Majesco.

4. Compliance with Laws and Regulations

Suppliers must comply, in letter and spirit, with all applicable national, state/provincial, and local laws, regulations, and industry standards in every jurisdiction where they operate or support Majesco. This includes, but is not limited to, laws relating to:

- Labor, employment, wages, and working time;
- Health and safety;
- Environment and waste management;
- Data privacy, cybersecurity, and confidentiality;
- Anti corruption, sanctions, and export controls;
- Fair competition and antitrust; and
- Financial reporting and taxation.

Suppliers are responsible for:

- Maintaining sufficient knowledge of applicable legal and regulatory requirements;

- Implementing internal policies, controls, and training to ensure compliance; and
- Promptly notifying Majesco if any actual or suspected non compliance may impact Majesco or Majesco related work, together with a remediation plan.

Suppliers remain solely responsible for non compliance by their own suppliers, subcontractors, or agents, and must indemnify and hold harmless Majesco from liabilities arising from such non compliance as required by contract.

5. Human Rights, Labor Practices, and Working Conditions

Majesco expects its Suppliers to uphold internationally recognized human rights and to treat workers with dignity and respect. In addition to complying with local labor laws and regulations, Suppliers must:

5.1 Freely Chosen Employment

- Prohibit all forms of forced, bonded, indentured, or prison labor and any form of modern slavery, including debt bondage and involuntary or exploitative prison labor.
- Ensure that workers are free to leave employment upon reasonable notice and that original identification documents, passports, or work permits are not retained without voluntary consent and a legitimate legal basis.

5.2 No Child Labor

- Prohibit the use of child labor in any form.
- Comply with all local minimum working age laws and the standards of the International Labour Organization (ILO).
- Implement age-verification procedures and safeguards for legally employed young workers to ensure protected and appropriate work conditions.

5.3 Wages, Benefits, and Working Hours

- Provide wages and benefits that meet or exceed all applicable legal requirements or, where higher, applicable industry standards.
- Pay workers in a timely manner and provide transparent wage statements that clearly identify hours worked, wage rates, and any lawful deductions.
- Ensure working hours, overtime, rest periods, and leave comply with applicable laws and do not result in excessive or unsafe working time.

5.4 Humane Treatment

- Treat all workers with dignity and respect, prohibiting any form of harsh, inhumane, or abusive treatment, including threats of violence, physical punishment, confinement, or any form of physical, sexual, psychological, or verbal harassment or abuse.

5.5 Freedom of Association and Collective Bargaining

- Recognize and respect workers' lawful rights to form and join trade unions and to bargain collectively, consistent with local law.
- Where the right to freedom of association is restricted by law, facilitate alternative means for workers to raise concerns and engage in dialogue.

5.6 Elimination of Slavery and Human Trafficking

Suppliers must have zero tolerance for all forms of modern slavery and human trafficking in their own operations and in their supply chains. "Modern slavery" includes slavery, servitude, trafficking in persons, indentured, forced or compulsory labor, and debt bondage.

Suppliers shall comply with all applicable modern slavery and human trafficking laws, directives, and regulations, including where applicable the UK Modern Slavery Act 2015 and the Australian Modern Slavery Act 2018 (Cth), and shall align with Majesco's Modern Slavery & Human Trafficking Statement, which applies across all Majesco entities and geographies in which we operate.

Suppliers must conduct appropriate due diligence, monitoring, and remediation in their supply chains to identify, prevent, and address risks of modern slavery and human trafficking, and must promptly raise any actual or suspected concern through the reporting channels described in this Code. Retaliation for raising such concerns in good faith is prohibited.

6. Diversity, Equity, Inclusion, and Non-Discrimination

Suppliers must provide a workplace that is inclusive, respectful, and free from unlawful discrimination, harassment, bullying, and retaliation. Suppliers shall not discriminate in recruitment, hiring, assignments, promotion, compensation, benefits, training, discipline, termination, or any other employment practices on the basis of sex (including pregnancy, sexual orientation, or gender identity), race, color, religion, age, disability, national origin, ethnicity, marital or family status, veteran or military status, or any other classification protected under applicable law.

Suppliers must prohibit harassment, bullying, and retaliation (or attempted retaliation) against any worker who raises a concern in good faith, participates in an investigation, or exercises a legal right.

Suppliers are expected to be equal opportunity employers in accordance with applicable laws and to promote diversity, equity, and inclusion in their workplaces.

7. Health, Safety, and Wellbeing

Suppliers must provide workers with a safe, healthy, and secure work environment that complies with all applicable laws and recognized industry standards. Requirements include:

- Maintaining safe workplaces with appropriate controls, training, personal protective equipment, and emergency preparedness measures;
- Providing workers with access to potable water, sanitary facilities, and adequate lighting, ventilation, and temperature control;
- Ensuring that any location where work is performed (including remote locations and client sites) meets these same standards;
- Implementing programs to prevent workplace injuries and illnesses, including hazard identification, incident reporting, corrective actions, and continuous improvement; and
- Prohibiting the possession, consumption, manufacture, distribution, or advertisement of illegal drugs in the workplace or in any location where work is performed.

Where applicable, Suppliers are encouraged to support worker wellbeing through programs that address mental health, stress management, and work life balance.

8. Environment and Sustainability

Majesco expects Suppliers to operate in an environmentally responsible manner and to minimize adverse impacts on the environment. Suppliers should:

- Comply with all applicable environmental laws, regulations, permits, and approvals, including those relating to emissions, discharges, waste management, hazardous substances, and recycling;
- Identify, manage, and reduce their environmental footprint, including energy use, greenhouse gas emissions, water consumption, and waste generation;
- Avoid or minimize the use of hazardous materials where feasible and ensure safe handling, transportation, storage, reuse, recycling, and disposal; and
- Support sustainable practices and responsible sourcing of materials, particularly where there are known environmental, social, or human rights risks (for example, conflict minerals or high risk raw materials).

Suppliers should be able to demonstrate their environmental management efforts upon request by Majesco.

9. Data Privacy, Information Security, and Confidential Information

9.1 Data Privacy

Suppliers that process personal data on behalf of Majesco, or otherwise in connection with Majesco-related work, must:

- Comply with all applicable data protection and privacy laws, such as the EU/UK GDPR, CCPA/CPRA, and other relevant local legislation;
- Collect, use, store, retain, transfer, and dispose of personal data only for legitimate business purposes and as permitted under applicable law and contract; and
- Implement appropriate privacy notices, consent mechanisms (where required), and data subject rights processes.

9.2 Information Security

Suppliers must implement and maintain appropriate technical and organizational security measures to protect Majesco confidential information, personal data, and other sensitive information against unauthorized access, disclosure, alteration, destruction, or loss. At a minimum, Suppliers must:

- Limit access to confidential and personal data to individuals with a legitimate business need;
- Use secure technologies and encryption consistent with Majesco's minimum standards when transmitting or storing confidential information or personal data;
- Promptly notify Majesco of any actual or suspected security incident or data breach involving Majesco information or systems, and cooperate fully in containment, investigation, remediation, and notification efforts;
- Comply with Majesco's information security requirements, including any contractual security schedules, policies, or standards provided to the Supplier; and
- Not input Majesco confidential information, personal data, or other sensitive information into public or third-party generative artificial intelligence or machine-learning tools, except where expressly authorized in writing by Majesco and used in accordance with Majesco's AI Usage Policy and any applicable security requirements.

9.3 Confidential and Proprietary Information

Suppliers must safeguard and maintain the confidentiality of Majesco's confidential and proprietary information, including information belonging to Majesco's customers, employees, partners, and other third parties. Suppliers must:

- Use such information only for purposes authorized by Majesco and consistent with contractual requirements;
- Not disclose confidential information to any third party without Majesco's prior written consent, except where required by law and after providing prompt notice to Majesco (where legally permitted); and
- Not use Majesco confidential information for personal gain or for the benefit of any third party.

These obligations continue after the Supplier's engagement with Majesco ends, in accordance with contract and applicable law.

10. Protecting Majesco Assets and Intellectual Property

Suppliers must protect Majesco's tangible and intangible assets from loss, misuse, damage, theft, or unauthorized use. This includes:

- Facilities, equipment, systems, tools, and materials;
- Information technology systems, software, and networks;
- Intellectual property, including patents, trademarks, copyrights, trade secrets, and know how; and
- Business relationships and goodwill.

Suppliers must respect all of Majesco's intellectual property rights and use Majesco's trademarks and brands only in accordance with written authorization and applicable brand or usage guidelines provided by Majesco.

11. Use of the Majesco Name and Public Communications

Suppliers must not use Majesco's name, logo, trademarks, or any reference to Majesco in advertising, marketing materials, case studies, press releases, or other public communications without Majesco's prior written consent.

Where permitted in writing, Suppliers must follow Majesco's branding, publicity, and confidentiality requirements.

12. Export Controls, Sanctions, and Anti-Terrorism

Suppliers must comply with all applicable trade control, export, import, and customs laws and regulations, as well as all relevant economic sanctions and embargoes. This includes, but is not limited to, laws administered by the United States, the European Union, the United Kingdom, and other applicable jurisdictions.

Suppliers must ensure that:

- Products, services, software, technology, and technical data provided to Majesco are not sourced from, routed through, or provided to sanctioned countries, entities, or individuals in violation of applicable laws or Majesco policy; and
- Neither the Supplier nor any of its owners, directors, or key employees are listed on government sanctions, denied party, or terrorism related watchlists.

Suppliers must comply with applicable anti boycott laws and must not participate in, or support, any boycott that is not sanctioned by the governments whose laws apply to the transaction, consistent with Majesco's commitment to fair and open trade.

Suppliers must not directly or indirectly support or engage in terrorism or related activities.

13. Quality of Products and Services

Suppliers will deliver products and services that are:

- Professional in quality and workmanship;
- Free from defects and in accordance with agreed specifications, statements of work, and service levels;
- Delivered on time and in a manner that meets or exceeds Majesco's expectations; and
- Supported by appropriate quality management processes, testing, and continuous improvement activities.

Suppliers must promptly address quality issues, including corrective and preventive actions, and communicate transparently with Majesco regarding risks that may affect delivery, performance, or compliance.

14. Access to Majesco Facilities, Systems and Solicitations

Suppliers must comply with all Majesco policies and procedures governing access to Majesco's facilities, systems, and personnel, including security, health and safety, and visitor requirements.

Suppliers may not:

- Use Majesco's email systems, collaboration tools, or other technology platforms to send unsolicited communications or marketing to Majesco personnel;
- Use Majesco bulletin boards, internal communication channels, or premises to advertise or promote products or services without prior written authorization from appropriate Majesco management.

15. Conflicts of Interest

Suppliers must avoid situations that create, or appear to create, a conflict of interest with Majesco. A conflict of interest may arise when the personal interests of a Majesco employee or their close relations interfere, or appear to interfere, with the best interests of Majesco.

Suppliers must:

- Not enter into any financial, personal, or other relationship with any Majesco employee that could improperly influence the employee's judgment or decision making;
- Disclose promptly to Majesco any actual or potential conflict of interest relating to their dealings with Majesco; and
- Cooperate with Majesco to address and appropriately resolve any conflict.

Even the appearance of a conflict can be damaging and must be addressed proactively.

16. Reporting Concerns and Non-Retaliation

Suppliers are expected to promptly report any known or suspected:

- Violation of this Code;
- Violation of applicable law; or
- Unethical, illegal, or unsafe behavior by:
 - Any Supplier or their officers, employees, agents, or subcontractors in connection with Majesco related work; or
 - Any Majesco officer, employee, or agent.

Reports may be submitted confidentially and, where permitted by applicable law, anonymously to:

Email: whistleblower@majesco.com

Majesco strictly prohibits retaliation against any individual who raises a concern in good faith, participates in an investigation, or exercises their legal rights. Suppliers must also prohibit and prevent retaliation within their own organizations in connection with concerns raised relating to Majesco or this Code.

Suppliers must cooperate fully, honestly, and promptly with any investigation conducted by Majesco or its designated representatives and must implement appropriate corrective and preventive actions where issues are identified.

17. Monitoring, Audit, and Consequences of Non-Compliance

Compliance with this Code is a condition of doing business with Majesco. Majesco reserves the right to:

- Request information, certifications, or other documentation demonstrating the Supplier's compliance with this Code and applicable laws;
- Conduct or commission audits, assessments, or on-site inspections of facilities or processes related to Majesco-related work, subject to reasonable notice and in accordance with applicable contracts and laws; and
- Require corrective or preventive actions, including formal remediation plans, where deficiencies are identified.

Failure to comply with this Code, or refusal to participate in reasonable monitoring or audit activities, may result in remedial actions up to and including:

- Suspension of work;
- Withholding of payments where permitted by contract or law;
- Termination of the business relationship; and/or
- Additional legal or contractual remedies.

18. Acknowledgement

Majesco may require Suppliers to formally acknowledge their receipt of, and commitment to comply with, this Code. By providing goods or services to Majesco, Suppliers are deemed to have accepted and agreed to adhere to the standards set forth herein and to promptly notify Majesco of any circumstance that may impact their ability to comply.