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Supplier Code of Conduct

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Document Change History Log

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Introduction

MAJESCO, together with its subsidiaries and affiliates, (“MAJESCO”) seeks at all times to conduct business in a lawful, ethical, environmental, moral, and socially responsible manner in every aspect of our company. We value our customers, our employees, our business partners, suppliers, investors, other external agencies-statutory/others, society at large, and our reputation and realize that they are the keys to our success.

We expect our Suppliers including employees, agents, or other representatives of a company, corporation, or any other entity that provides any goods or services on behalf of and at the request of, or in connection with work completed for MAJESCO, (“Suppliers”) to share this perspective. Suppliers are required to subscribe to certain moral and ethical principles in their business operations. As an organization that engages a global supply base, MAJESCO recognizes that our Suppliers are independent entities, and that there are different legal and cultural environments throughout the communities in which we operate. This Supplier Code of Conduct, (“Code”) contains universal principles and the minimum standards for business conduct and MAJESCO expects all of its Suppliers to meet these standards.

Ethics

Suppliers must be committed to the highest standards of ethical conduct when dealing with workers, their suppliers, customers, competitors, and other third parties. Suppliers must have high standards for corporate governance, carryout business honestly and ethically, and operate in full compliance with all applicable laws, rules, and regulations.

No Suppliers shall seek to take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice. All Suppliers shall treat their employees and customers in a fair manner and shall not engage in unlawful discrimination. Suppliers shall not engage in collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of antitrust laws. A Supplier shall not compete with MAJESCO, directly or indirectly, for the same contract for which the Supplier’s services are sought by MAJESCO.

Compliance With All Laws

Every Supplier shall comply with all applicable laws, codes or regulations, both in letter and in spirit, in all countries, states, and localities in which it operates, including, but not limited to, all laws and regulations relating to environmental, financial, occupational health and safety, privacy, and labor practices. In addition, the Company’s Suppliers shall require their suppliers (including temporary labor agencies) to do the same.

MAJESCO’s Suppliers shall comply with all published standards for their industry. In order to fulfill its responsibilities hereunder, the Supplier shall be required to have sufficient knowledge of all applicable laws impacting its duties and responsibilities and ensure compliance thereof in a timely manner. If a Supplier becomes aware of any non-compliance, violation, or irregularity, it shall notify the senior management of MAJESCO and advise MAJESCO of its plans to remedy such non-compliance.

Every Supplier shall be solely responsible for any non-compliance with any applicable laws, codes or regulations (including, but not limited to, any such non-compliance by any of its suppliers), and shall fully indemnify and hold harmless MAJESCO from any and all liability for any such non-compliance.

Gifts and Donations

Supplier shall not give or offer or make, directly or indirectly, any payments, remunerations, gifts, donations or comparable benefits that are intended, or perceived to be intended, to obtain non-competitive favors or influence concerning the conduct of its business with MAJESCO. Suppliers shall cooperate with Governmental authorities in efforts to eliminate all forms of bribery, fraud and corruption. While laws and customs vary throughout the world, all Suppliers must comply with foreign legal requirements, United States law, and local laws that apply to foreign operations, including the Foreign Corrupt Practices Act. The Foreign Corrupt Practices Act generally makes it unlawful to give anything of value to foreign government officials, foreign political parties, party officials, or candidates for public office for the purposes of obtaining or retaining business.

Quality of Products and Services

Suppliers will deliver work product that meets or exceeds MAJESCO's expectations - free of defects, professional in quality, and on time.

Health And Safety

Suppliers must provide workers with a safe and healthy work environment that complies with all applicable laws and regulations. Workers must have access to potable water and sanitary facilities, and all workplaces must have adequate fire safety, lighting, and ventilation facilities. Any location, other than the workplace, where work is performed, must also meet these requirements.

Suppliers are required to have strict procedures that prevent the possession, consumption, manufacture, distribution, or advertisement of illegal drugs in the workplace or in any other location other than the workplace where work is performed.

Environment

MAJESCO expects its Suppliers to demonstrate a clear understanding of the environmental impact of the products and services which they provide. Suppliers are required to operate in an environmentally responsible manner and to minimize adverse impacts to the environment. Suppliers should make practical efforts to avoid the use of hazardous materials, minimize the use of energy, water, and natural resources and promote the concepts of reuse and recycle. Suppliers should have processes to ensure compliance and must comply with all laws, regulations, organics, rules, permits, licenses, and approvals regarding the environmental in their countries of operation.

Human Rights and Labor Practices

The Company expects its Suppliers to adopt sound labor practices and to treat their workers fairly in accordance with local laws and regulations. In addition, Suppliers shall comply with the following standards:

- (a) Freely Chosen Employment. Suppliers shall not use any forced labor, whether in the form of prison labor, indentured labor, bonded labor, or otherwise.
- (b) No Child Labor. Suppliers shall not employ child labor and shall comply with all local minimum working age laws and requirements and the International Labor Organization (ILO) standards.
- (c) Minimum Wages. Suppliers shall provide wages for regular and overtime work and benefits that meet or exceed legal requirements.
- (d) Working Hours. Suppliers shall not require workers to work more than the

maximum hours of daily labor set by local laws.

- (e) No Harsh, Inhumane Treatment or Abuse. Suppliers shall treat each employee with dignity and respect. In no event shall a Supplier's workers be subject to threats of violence, physical punishment, confinement, or other form of physical, sexual, psychological, or verbal harassment or abuse.
- (f) Freedom of Association. Suppliers shall recognize and respect the rights of its workers to organize in labor unions in accordance with local labor laws and established practices.
- (g) Elimination of slavery and human trafficking. Suppliers shall abide by MAJESCO's Modern Slavery & Human Trafficking Statement, all laws, directives, and regulations to the elimination of slavery and human trafficking.

Discrimination

Suppliers must provide an environment free from discrimination and unlawful harassment. Discrimination, harassment, bullying, retaliation, or attempted retaliation on the basis of sex, race, color, religion, age, disability, national origin, sexual orientation, or any other legally protected classification is prohibited. Suppliers are expected to comply with all applicable laws related to discrimination in hiring and employment practices.

Use of the MAJESCO Name

Suppliers shall not disclose or otherwise identify the MAJESCO orally or in any of its advertising, publications or other media that are displayed or disseminated to its customers or other parties, without the prior written consent of MAJESCO.

Conflict of Interest

The Supplier shall not enter into any financial or other relationship with any of MAJESCO's employees which creates any actual or potential conflict of interest for MAJESCO. The Supplier understands that a conflict of interest arises when the material personal interests of MAJESCO's employee are inconsistent with the responsibilities of their position with MAJESCO. All such conflicts shall be disclosed and corrected. Even a potential conflict of interest can be damaging to MAJESCO and to the Supplier, and shall be disclosed and approved in advance by MAJESCO's management.

Protecting Company Assets

Suppliers shall not misuse the assets of MAJESCO. The assets shall be employed primarily and judiciously for the purpose of conducting the business of MAJESCO for which they are duly authorized. Such assets include tangible assets, such as equipment and machinery, systems, facilities, materials and resources, as well as intangible assets, such as information technology and systems, proprietary information, intellectual property, and relationships with customers and suppliers. Suppliers shall observe and respect all of MAJESCO's patents, trademarks, copyrights and other intellectual property rights, and shall comply with all requirements as to their use as established by MAJESCO.

Confidential Information

Suppliers shall take appropriate steps to safeguard and maintain confidential and proprietary information of MAJESCO and its customers and employees. Suppliers shall use such information only for the purposes specified for use by MAJESCO, and shall not reveal such information or records to third parties without MAJESCO's prior written consent. Suppliers shall not use any confidential information of MAJESCO to further their private interest or the interests of third parties. Suppliers shall not transmit confidential or

proprietary information of MAJESCO via the internet unless such information is encrypted in accordance with minimum standards established by MAJESCO.

Export Sanctions/Terrorism Activities

MAJESCO Suppliers must comply with all trade control laws and regulations in the import, export, or transfer of goods and services. MAJESCO's Suppliers shall abide by all applicable economic sanctions or trade embargoes, whether they apply to foreign countries, political organizations, or particular foreign individuals and entities.

Suppliers shall not directly or indirectly engage in or support any terrorist activity. Neither Suppliers, nor any of their officers, directors or affiliates, or officers or directors of any affiliates, shall be included on any lists of terrorists or terrorist organizations compiled by the United States government or any other national or international body.

Solicitations by Suppliers

All Suppliers shall comply with all guidelines issued by MAJESCO relating to access to MAJESCO's facilities, offices and employees. No Supplier shall use MAJESCO's computer system, including its electronic mail system and internet site, for the purpose of sending unsolicited electronic mail messages to MAJESCO's community. Suppliers shall not utilize MAJESCO's resources (*i.e.*, bulletin boards) or make unsolicited calls to MAJESCO's departments without prior written authorization from MAJESCO's senior management.

Reporting Ethical Concerns

Suppliers shall promptly notify MAJESCO regarding any known or suspected improper behavior by (i) any other Suppliers or their officers, employees or agents relating to their dealings with the Company, or (ii) the Company's officers, employees or agents by email to: whistleblower@majesco.com. Reported concerns will be treated confidentially without retaliation.

Application/Exclusions

This Code is a general statement of the Company's expectations with respect to Suppliers and should not be deemed to constitute a complete list of all requirements in connection with dealing with the Company. This Policy shall be read in addition to, and not in lieu of, any Supplier obligations as set forth in any:

- a) Request for proposal or other solicitation;
- b) Agreements by and between Company and a Supplier. In the event of a conflict between this Policy and any Company solicitation document or applicable agreement, the terms of the Company solicitation or agreement shall control.
- c) No exclusions are applicable to this policy.

Monitoring Majesco's Supplier Code of Conduct

Every Supplier must comply with the above Code as a condition of doing business with MAJESCO. Suppliers are expected to self-monitor their compliance with the Code. MAJESCO or its representatives may engage in monitoring activities to confirm a Supplier's compliance with this Code, including on-site inspections of facilities, use of questionnaires or report cards, review of publicly available information, or other measures to assess a Supplier's performance. A Suppliers failure to comply with these policies may be sufficient cause for MAJESCO to exercise its right to terminate its business relationship with that Supplier, without any liability to MAJESCO.