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## Revision History

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<b>1.0</b>	19.02.2025	Version 1.0 release	Manoj S. Pandya	Priyanka Chauhan	Kartik Balasubramanian

# Supplier Code of Conduct

Mindsprint is committed to conducting business with the highest standards of integrity and ethics and expects the same commitment from its business partners, vendors, contractors, consultants or any other entity or person that sells, or seeks to sell goods or services, to the Company or its subsidiaries (collectively referred to herein as “Supplier” or “Suppliers”). As a demonstration of that commitment, Mindsprint expects each Supplier to recognize the value of, and comply with the following Supplier code of Conduct (“Guidelines”). These Guidelines applies to Mindsprint and its subsidiaries (“collectively referred to herein as “Company”).

By following the Guidelines, Supplier will ensure that it conducts business with integrity and in an ethical and legal manner. Company will consider Supplier’s willingness to comply with these principles in the Supplier selection process and will monitor Suppliers’ compliance once individual Suppliers are selected.

Company may require each Supplier to acknowledge annually in writing that Supplier has reviewed and continues to be following the Guidelines. In addition, the Company may conduct audits of Suppliers and Supplier site visits to ensure compliance with the Guidelines. Suppliers will provide the Company with reasonable access to all relevant information and premises for the purposes of such audits and site visits to assess compliance with the Guidelines.

The Company reserves the right to revise the Supplier Conduct Guidelines at any time. As a Supplier of Mindsprint, you agree to comply with the following Guidelines. The Company requires Suppliers to act in accordance with the Guidelines and with all applicable laws and regulations within the geographies in which they operate, and to be open and cooperative with regulators that enforce such laws. Suppliers must impose substantially similar obligations to those set forth herein on their own suppliers, subcontractors, and agents.

## 1. Monitoring and Reporting

The Company will use a risk-based approach to monitor Suppliers’ implementation of and adherence to the Guidelines. Suppliers shall ensure that the Guidelines is communicated to their employees, subsidiaries, business partners and subcontractors involved in providing services to the Company in the language known to them and that they abide by the same. Compliance with the Guidelines is required in addition to any other obligations in any agreement a Supplier may have with the Company. Suppliers must self-monitor and demonstrate their compliance with the Guidelines. Company reserves the right to conduct audits with prior intimation to Suppliers. Without limitation, such audits may include Environmental, Social, Governance (ESG) parameters, Sustainability, Social compliance, Modern Slavery, Information security, Business continuity, applicable Statutory and regulatory compliances and adherence to other contractual commitments (SLAs, quality of delivery etc.). These audits and assessments may be performed physically at Suppliers’ premises, virtually or in hybrid mode (partially physical and partially virtual) by Company or by its nominated third party. Suppliers shall support such audits in their organization in line with the outlined scope of audit.

Supplier would align its Enterprise Risk Management (ERM) Framework with the Company to ensure suppliers compliance with sustainable ESG practices.

Suppliers are expected to identify, correct and monitor the continued compliance of any activities that are not in compliance with these Guidelines. If Supplier becomes aware of any actual or potential act or failure to act which is contrary to the Guidelines, Supplier must immediately notify Mindsprint procurement team - [procurement@mindsprint.org](mailto:procurement@mindsprint.org).

## **2. Labor Force, Human Rights and Employment Compliance**

The Company is committed to upholding the human rights of the workers and treating them with dignity and respect. The Company's principles are aligned with those contained in the Universal Declaration of Human Rights, International Labor Organization Declaration on Fundamental Principles and Rights at Work and the United Nations Guiding Principles on Business and Human Rights.

### **2.1 Wages and Benefits**

Each Supplier will be responsible for ensuring compliance by them with all relevant laws or legal obligations relating to any applicable registrations, licenses, maintenance of registers, and submission of returns to the authorities, environmental / occupational health / safety regulations, etc., from time to time.

Each Supplier shall provide the proof of all legally mandated benefits including but not limited to licenses from the labour authorities, leaves, social security, wages, ESI, PF, bonus, workmen's compensation, attendance and wages registers, contribution and/or payments and terminal benefits as may be payable or become payable under any law as well as deducting and remitting applicable taxes in respect thereof.. Each Supplier shall also not pay to its employees less than the minimum wages as per the applicable laws. If it appears to Mindsprint that the Service Provider has not made payment in respect of wages, PF or ESI contribution, the Company shall be entitled, but not obliged, to deduct from the Service Provider's bills an amount equal to wages, PF and ESI dues/contributions payable to the Supplier employees.

Each Supplier will maintain specific practices allowing individuals to report violations of employment and labour laws without fear of retaliation. Each Supplier will treat all employees with respect and dignity, and will not use corporal punishment, threats of violence, verbal or physical abuse, or other forms of physical coercion, or any threats, harassment, or intimidation. Suppliers shall not use deductions from wages as a disciplinary measure. Use of temporary and outsourced labour shall be within the limits of the local laws.

### **2.2 Working Hours**

Suppliers shall comply with the prevailing applicable laws and regulations on working hours and minimum wages, overtime and maximum hours. Suppliers shall carry out its business in a manner that limits overtime to a level that ensures humane and productive working conditions.

### **2.3 Child Labor**

Mindsprint has a zero-tolerance approach to child labour and modern slavery. Suppliers shall not employ, engage, or otherwise use any form of child labour and ensure that slavery does not occur in their work environment. The term "child" refers to any person under the minimum legal age for employment where the work is performed provided the legal age is consistent with the minimum working ages defined by the International Labor Organization (ILO).

### **2.4 Modern Slavery and Human Trafficking**

Company does not tolerate slavery, forced labour, or human trafficking in any form at any stage of its supply chain. Suppliers shall ensure that all work is voluntary. Suppliers shall not traffic persons or use any form of forced, bonded, indentured, or prison labour. Suppliers shall ensure that workers' contracts convey the conditions of employment in a language understood by the workers. Suppliers shall not impose unreasonable restrictions on movement within the workplace or upon entering or exiting company provided facilities. Suppliers must similarly prohibit all forms human trafficking. Company requires Suppliers to fully comply with the applicable legal requirements of human rights, slavery, forced labour and human trafficking laws and regulations, such as those outlined in the UK Modern Slavery Act of 2015 and the Australian Modern Slavery Act of 2018. Company requires

Suppliers to enact practices to ensure compliance with all such relevant laws and regulations in the country or countries in which they operate.

#### **2.4 Human Rights**

The Company is committed to respecting human rights in its internal operations and requires the same from Suppliers. Company does not tolerate human rights violations in any form at any stage of its supply chain. It requires Suppliers to enact practices to maintain a respectful and safe workplace and does not tolerate physical violence, threats, corporal punishment, mental coercion, verbal abuse, disrespectful behaviour, bullying, or harassment of any kind.

#### **2.5 Non-Discrimination, Anti-Harassment and workplace abuse**

Mindsprint is committed to doing business with Suppliers who are equal employment opportunity employers. Suppliers must comply with all applicable employment laws and provide equal employment opportunities, both in their personnel actions as well as in their employment decisions. Suppliers shall not permit or condone unlawful harassment or discrimination in their workplaces. Suppliers shall not threaten workers with or subject them to, harsh or inhumane treatment, including but not limited to verbal abuse and harassment, psychological harassment, mental and physical coercion, sexual harassment, and any other form of intimidation or threats.

Suppliers shall not engage in, or support, any form of discrimination in hiring, employment terms, remuneration, and access to training, promotion, termination, or retirement procedures or decisions. Forms of discrimination include, but may not be limited to race, colour, sex, gender identification, sexual orientation, religion, political opinion, nationality, social origin, social or marital status, indigenous status, disability, medical condition, HIV status, pregnancy, age, veteran status, and union membership.

Grievance related to any form of harassment may be reported to [mindsprinticc@mindsprint.com](mailto:mindsprinticc@mindsprint.com).

All matters related to sexual harassment to be reported to [mindsprinticc@mindsprint.com](mailto:mindsprinticc@mindsprint.com).

#### **2.6 Freedom of association**

The Company requires Suppliers to respect workers' rights with respect to freedom of association, including the right to form or join labour or trade unions or to join workers' councils in accordance with local laws. Workers must be free to engage in these activities without retaliation, harassment, or intimidation.

#### **3. Supplier Diversity**

Mindsprint is committed to the development and growth of a strong and diverse supplier network. To the extent possible and practicable, each Supplier will be active in the inclusion of minority, women, small disadvantaged, and service-disabled veteran owned businesses in its own procurement processes.

#### **4. Integrity of Business Records and Compliance with Accounting Procedures**

Mindsprint requires each Supplier to strive for accuracy and reliability in the preparation and maintenance of business records, as mandated by law, and for the proper discharge of its financial, legal, and reporting obligations. Each Supplier shall ensure that all business records, accounts, and reports to government agencies, and others, are prepared with care, accuracy, and honesty.

Each Supplier will ensure that information it provides to government and regulatory agencies, whether orally or in writing, is truthful, accurate and complete. Suppliers shall comply with all applicable lobbying laws and public disclosure requirements, particularly those that apply to registrations and filings.

#### **5. Anti-Corruption and Anti-bribery Laws**

As a global company, Mindsprint is subject to all relevant anti-bribery and corruption laws including, but not limited to, The Prevention of Corruption Act 1960 (Singapore), Prevention of Corruption Act,

1988 (India), the U.S. Foreign Corrupt Practices Act (FCPA) and Bribery Act 2010 (U.K.) as amended from time to time. The Suppliers should ensure that they comply with the relevant anti-bribery and corruption laws in both letter and in spirit. Mindsprint has a zero-tolerance policy in relation to bribery and corruption. Company does not permit such actions, nor do we allow third parties acting on our behalf, such as agents, consultants, Suppliers and contractors to make any such payments. Suppliers shall ensure the following:

- Implement monitoring and enforcement procedures to ensure compliance with anti-bribery and corruption laws;
- Raise invoices and claims in line with the agreed services and supplies, along with the supporting documents; Perform all business dealings transparently and maintain accurate details of the same in business books and records;
- Abstain from offering any bribe, kickbacks and/or facilitation payments
  - Supplier shall not offer, pay, give, promise to pay or give, or authorize the payment of money or anything of value directly or indirectly to any Mindsprint official or on behalf of Company to any government officials, customers or their representatives to obtain or retain business; influence business decisions; and/or secure an unfair advantage. .

#### **6. Business Ethics / Conflicts of Interest**

The Supplier shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company. Any potential Service Provider linked to the Organization as an ex-employee or contractor shall require a minimum cooling period of Two year (2) from the last day with Mindsprint to be eligible to be considered in the procurement Vendor selection process. Should a real or potential conflict of interest arise, full disclosure must be made to Mindsprint Procurement as soon as the Service Provider becomes aware of it. The Supplier shall not have any affiliation or association with Government or any Political Parties.

To the extent that Supplier is related by birth, marriage, and family relations or otherwise to Mindsprint personnel (particularly any personnel involved in a business transaction with Supplier), such relationships must be disclosed exclusively before commencing any business with Mindsprint.

#### **7. Gifts & Entertainment**

The Suppliers will not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Supplier undertakes that they have not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favour or disfavour to any person in relation to this Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf.

#### **8. Data Privacy & Security**

Company requires its Suppliers to protect the privacy of individuals, including but not limited to employees, customers, other trade partners, and the security of confidential assets and information.

- Confidential assets and information

Suppliers must protect Company's and its clients' confidential assets and information. Suppliers must design and maintain processes to provide appropriate protection for this information.

- Personal information and privacy

Company requires Suppliers to protect personal information in compliance with all applicable laws and regulations. Personal information provided by or on behalf of Company must only be used, accessed, and disclosed as permitted by the Supplier agreement and in compliance with all applicable laws and regulations.

All matters concerning data privacy or security be reported to [csirt@mindsprint.com](mailto:csirt@mindsprint.com) & [mindsprintprivacyteam@mindsprint.com](mailto:mindsprintprivacyteam@mindsprint.com) in writing within 24 hours of its discovery.

## **9. Intellectual Property**

Suppliers shall respect and protect the intellectual property rights of the Company and shall not use them except without the Company's prior written authorization. Suppliers shall refrain from misuse of intellectual property rights of others including unauthorized copying or downloading of software or computer programs while providing products or services to the Company.

## **10. Environmental, Health and Safety Laws**

Each Supplier must comply with all applicable laws and regulations, such as requirements regarding chemical and waste management and disposal, industrial wastewater treatment and discharge, air emissions controls, environmental permits and environmental reporting. Each Supplier must also comply with any additional environmental requirements which may be specific to the products or services being provided to Mindsprint.

Each Supplier will consider the environmental impacts of its practices, the condition of its properties, and the health and safety of its employees, customers and the public. Suppliers will have processes in place to actively optimize the use of finite resources (such as energy, water, and raw materials), and will have appropriate management, operational and technical controls in place to minimize the release of harmful emissions to the environment. Suppliers will make commercially reasonable efforts to attempt to eliminate wasteful practices, increase energy efficiency, and consider end-of-life recycling alternatives. Each Supplier will apply robust environmental practices in its operations. Suppliers will put in place appropriate measures to improve the environmental performance of products and services when in use, such as considering energy efficiency and end-of-use of supply products and/or services at the design stage. Suppliers will support innovative developments in products and/or services that offer environmental and social benefits.

All required environmental permits (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed. Suppliers shall comply with all applicable laws and regulations relating to environmental compliance and product safety.

Each Supplier will provide a safe and healthy work environment in accordance with applicable national or international standards (as applicable), laws, rules and regulations, and will provide appropriate health and safety information and training to its personnel. Facilities and amenities, including employee accommodations were provided by Supplier, should be hygienic, safe, and meet the basic needs of the employees.

Suppliers will have systems and training to prepare for and respond to accidents, health problems and foreseeable emergency situations. Suppliers will have a means for recording, investigating, and implementing learning points from accidents and emergency situations. Each Supplier will prohibit the use or possession of narcotics, marijuana, drugs, or other controlled or non-prescribed substances.

Each Supplier shall defend, indemnify and hold harmless Mindsprint, its successors, assigns, parent, Affiliates, subsidiaries and their respective officers, directors, agents and employees, at its sole cost and expense, from and against any action, suit or claim (including reasonable attorney's fee) arising out of or in any way connected with its obligations under any Agreement signed with Mindsprint.

## **11. Non-compliance, Violations and Termination**

In the event of non-compliance with, or a violation of the Guidelines, the Company may provide the Supplier with a reasonable opportunity to remedy the issue through agreed-upon corrective actions, unless the violation is severe or incurable, or constitutes a violation of law. In the case of violation of this Guidelines or law, the Company may immediately suspend or terminate its relationship with the Supplier. In the case of a violation of the law, Company will also disclose the matter to the appropriate authorities.