

ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

1. Introduction

Nexdigm Group (hereinafter referred to as '**Nexdigm**') is committed to conduct its business in an ethical, fair and honest manner and in compliance with all the applicable laws and regulations with respect to its operations across the world.

This Policy sets out Nexdigm's standards on prohibiting bribery, corruption, and other improper payments in the conduct of business operations. It lists out the key responsibilities of Nexdigm personnel and its business partners for ensuring effective implementation of this Policy ("**Policy**").

The key objectives of this Policy include:

- a) Compliance with applicable anti-bribery and anti-corruption laws
- b) Creating awareness about Nexdigm's approach towards any instances of anti-bribery and anti-corruption
- c) Enable effective implementation through reporting, investigation, and corrective actions to prevent such incidents.

Bribery and corruption are serious criminal offences in various countries in which Nexdigm operates. As a global enterprise, Nexdigm upholds and follows all laws relevant to countering bribery, corruption as applicable for the conduct of its business across all jurisdictions in which it operates including India (Prevention of Corruption Act, 1988, and Prevention of Money Laundering Act, 2002), the United States of America (Foreign Corrupt Practices Act, 1977), Canada (Corruption of Foreign Public Officials Act, 1998), United Arab Emirates (UAE Penal Code), Poland (Criminal Code, 1977), and the United Kingdom (UK Bribery Act, 2010) among other applicable laws. Offences relating to bribery and corruption under these laws can result in imposition of severe fines, penalties (both civil and criminal), imprisonment and incalculable reputational damage to Nexdigm.

2. Scope and Applicability

This Policy is applicable to:

- a) all persons working for Nexdigm globally including but not limited to directors, promoters, board members, employees (including fixed term, temporary, part-time), seconded staff, work-from-home / hybrid working staff, interns, consultants, contract labor (collectively referred as '**Nexdigm Associates**'); and
- b) all individuals who or organizations which, transact with or enter into any arrangement with Nexdigm, including customers, clients, suppliers/vendors, landlords/ lessors, service contractors, sub-contractors, agents, business development agents, sales agents, sponsors, volunteers, joint venture partners, advisors, public bodies, potential clients (collectively referred to as '**Business Partners**').

It is the responsibility of the Nexdigm Associates and the Business Partners to follow and adhere to all the elements of this Policy. However, in the event where there are more stringent applicable anti-bribery and anti-corruption laws or regulations, then the respective Nexdigm Associates and Business Partners shall follow and ensure compliance with the most restrictive requirements and principles set out in such laws.

The guidelines in this Policy shall be read in conjunction with the Supplier Code of Conduct, the Whistle-blower policy, the Sustainable Procurement Policy, and any other relevant policies as may be implemented from time to time.

3. What is Bribery and Corruption

Bribery is inducement, payment, reward, or advantage offered, promised, provided, or authorized to be provided, directly or indirectly, to any person or entity in order to influence any act or decision of such person to gain any commercial, contractual, regulatory, or personal advantage.

A bribe may be anything of value and not just money, including but not limited to gifts, inside information, favors, corporate hospitality or entertainment, donations or social contributions, offering employment, extra commissions, reimbursement of any expenses by Nexdigm, use of vehicles, vacation homes, no bid contracts, providing business to related parties, favorable terms on services, product discounts, etc. An attempt to do any of the foregoing is also considered as bribery.

It is illegal to offer or receive a bribe whether directly or indirectly. Further, offering of bribe to public officers and government servants, whether foreign or local, is a serious offence under various laws. Nexdigm Associates are strictly prohibited from offering, giving, requesting, accepting or receiving bribes.

Corruption includes wrongdoing on the part of an authority, any commercial organization, or any person associated with such commercial organization, or those in power, through means that are illegitimate, immoral, or incompatible with ethical standards specially for monetary or other personal gains. Corruption often includes bribery.

The following are not acceptable under this Policy:

- a) To give, promise to give, or offer, any payment, gift or hospitality with the intention to influence a third party to obtain/ retain business or a business advantage or to reward the provision or retention of business or a business advantage or in explicit or implicit exchange for favors/ benefits or for any other corrupt purpose;
- b) To give, promise to give, or offer, any payment, gift or hospitality to a Government Official or public servant for facilitation;
- c) To accept payment from a third party knowing or suspecting it is offered with the expectation that it will obtain business advantage for them;
- d) To induce another Nexdigm Associate to indulge in an act of bribery;
- e) To threaten or retaliate against any Nexdigm Associate who has refused to take or pay bribe or who has raised concerns under this Policy;
- f) To engage in any activity that might lead to a breach of this Policy;
- g) To deal with any undisclosed or unrecorded company funds such as off-book accounts for any purpose;
- h) To use personal funds or any third party's assistance to circumvent the procedures followed by Nexdigm as an organization, or to accomplish what is otherwise prohibited under this Policy.

In this Policy, 'third party' means any individual or entity, who / which comes into contact with Nexdigm or transacts with Nexdigm including any potential or actual client, business contact, supplier, vendor, distributor, politicians and political parties, government and public bodies including their officers, advisors, representatives.

Any exception to this Policy would require prior discussion and approval from concerned partner/director and/or board members, but without violating the principles stated herein.

4. Gifts and Hospitality

No gift should be given or accepted if it could be reasonably seen as influencing the decision making of the recipient or obtaining or keeping business or securing any other improper advantage either for Nexdigm or for oneself. Moreover, Nexdigm Associates should not and should ensure that their immediate family members do not accept or give gifts which are illegal or which involve cash or cash equivalent (e.g. loans, stocks options etc.) from competitors, Business Partners, or Government

Officials. Loans should not be accepted by Nexdigm Associates from any persons or entities having or seeking business with Nexdigm, except from the recognized financial institutions. However, Nexdigm understands that giving or receiving gifts or hospitality is often an important part of maintaining and developing business relationships and hence, this Policy does not prohibit normal, reasonable, and appropriate gifts, in the ordinary course of business, to celebrate special occasions (festivals, milestones, conferences) e.g. calendars, diaries, pens, mugs, T-shirts, pack of sweets or chocolates or dry fruits, bouquet of flowers, etc. Gifts and benefits should be provided under the brand name of 'Nexdigm' or its subsidiaries and not under the name of any other associates.

Hospitality or entertainment with the intention to influence recipient's decision-making or making the recipient feel unduly obligated in any way should neither be offered nor received. Hospitalities including but not limited to invitation by a client to the family members of a Nexdigm Associate to join them on a foreign business trip at client's expense or extension of a business trip at client's expense to include a holiday are unacceptable. However, this Policy does not prohibit modest and bonafide hospitality, entertainment and promotional or other similar business expenditure e.g. meals and invitations to theatre and sporting events, etc.

No gift or hospitality given or received should exceed a monetary value of INR 10,000/-. However, any gift or hospitality given or received under exceptional circumstances exceeding this limit should be declared via the declaration form as provided in Annexure I, disclosing the approximate value, the purpose or intention of the gift or hospitality, the names of the recipient and the provider of the gift or hospitality and their relationship. The form shall be submitted to and maintained by the People Team.

5. Facilitation Payments or Kickbacks

Nexdigm Associates shall not make or accept facilitation payments or kickbacks of any kind. Facilitation payments are typically unofficial payments made to Government Officials to perform (or speed up the performance or non-performance of) an existing duty or necessary action ("**Facilitation Payments**"). Kickbacks are typically payments made to commercial organizations in return for a business favor/ advantage, such as payment made to secure the award of a contract or to facilitate a transaction or appointment. Nexdigm does not permit making Facilitation Payments or kickbacks anywhere in the world. Nexdigm Associates must avoid any activity that might lead to or suggest that a Facilitation Payment or kickback has been made or accepted by Nexdigm or any Nexdigm Associates.

6. Charitable Donations

Nexdigm Associates shall not make any donations or contributions to political parties, political party officials or candidates for political office to influence any decision or gain a business advantage for Nexdigm. However, charitable donations which are legal and ethical like local charities, sponsorship to sporting or cultural events etc. are allowed. Before making any such contributions, Nexdigm Associates should ensure that:

- a) such charitable contributions are not made to secure a business order/deal;
- b) such charitable contributions, donations are not pre-requisites for future business;
- c) the contributions are always made to a charitable organization and not to any individual except where donations or grants are provided directly to victims of natural disasters;
- d) contributions should only to be made to charitable organizations which are registered under the applicable laws of the country.

It is recommended that all such donations or contributions are documented with receipt. If any Nexdigm Associate is requested to make any donation or contribution to a particular organization by any Government Official, then such Nexdigm Associate shall seek authorization by writing to ABAC@nexdigm.com, before agreeing to make such donation or contribution. All requests for corporate gifts to charitable organizations and other not-for-profit organizations on behalf of Nexdigm shall be pre-approved by the management.

Nexdigm Associates shall not use any Nexdigm resources (e.g., facilities, telephones, email accounts, computers, letterhead, logos) to further any of their personal political or charitable contributions.

7. Corporate Transactional Activity

The corruption risks associated with mergers, acquisitions, joint ventures, and other corporate transactions may differ based on various factors, including the nature of the transaction and the structure of the proposed relationship. As a measure to prevent bribery and corruption practices, upon completion of the transaction, concerned Nexdigm Associates should take appropriate steps to implement this Policy within the acquired or affiliated entity. In cases where Nexdigm does not exercise control in the acquired or affiliated entity, it may take steps to encourage adoption of this Policy or the implementation of equivalent measures to ensure compliance with applicable anti-bribery and anti-corruption laws in such affiliated entity.

8. Special considerations while dealing with Government Officials

All Nexdigm Associates who interact with Government Officials as part of their duties must exercise caution to avoid any appearance of impropriety. Under no circumstances shall any Nexdigm Associate attempt to bribe, offer, or authorize any improper payment or benefit to a Government Official. Such actions are strictly prohibited and will not be tolerated. In the event that any gifts are required to be given to any Government Officials, prior approval of the management must be obtained before giving such gifts. Nexdigm Associates must seek such approval by writing an email to ABAC@nexdigm.com, detailing the nature, purpose and estimated value of the intended gift.

Nexdigm Associates shall be aware of the risks in dealings and interactions with Government Officials and should consider how their actions may be viewed. For instance, payments and gifts to relatives of Government Officials may be treated as direct payments to Government Officials and therefore may constitute violations of anti-bribery and anti-corruption laws.

“Government Official” for the purpose of this Policy shall mean (a) any officer or employee of a government entity; (b) any person or entity acting for or on behalf of any government entity; (c) any official or employee of a political party; (d) any candidate for political office; or (e) any person holding a legislative, executive or administrative office of the government, or acting in the official capacity for or on behalf of a legislative, executive, or administrative office of the government, whether appointed or elected, whether permanent or temporary, whether paid or unpaid; or (f) any person authorised by a court of justice to perform any duty, in connection with the administration of justice, including a liquidator, receiver or commissioner; or (g) any elected or appointed officers or employees of public international or multilateral organizations, such as the United Nations; or (h) any other person who acts at the suggestion, request, direction, or for the benefit of any of the above-described persons or entities; or (i) any other person who is considered as public official according to applicable laws and regulations.

“Government Employees” include representatives or employees of any level or seniority at a government-controlled enterprise. Private persons acting for the government (including part-time) are considered Government Employees.

9. Due diligence and third-party screening

Anti-bribery laws prohibit direct as well as indirect payments and offers, and Nexdigm may be held liable for the conduct of a Business Partner when such Business Partners conduct unlawful activities on behalf of Nexdigm. Authorising a Business Partner to do something which cannot be done directly by a Nexdigm Associate is also a violation of this Policy.

Nexdigm requires all Business Partners to co-operate and ensure compliance with the terms of this Policy, to ensure continued business relationship. Nexdigm Associates shall assess the risk profile of

the proposed Business Partner and conduct a reasonable and proportionate level of due diligence to check the Business Partner's experience, background, reputation, and their level of information security, before entering into any business relationship. Different types of Business Partners may require different levels of due diligence depending on the inherent risk in the underlying transactions. Regardless of perceived risk, certain factors, as may be decided by Nexdigm from time to time, shall be considered before engaging with any Business Partner.

Any Business Partner whose responsibilities may include interacting with Government Officials on behalf of Nexdigm shall be subject to additional checks and due diligence.

The contracts entered into with the Business Partners must contain provisions requiring such Business Partners to make appropriate representations and warranties and to comply with Nexdigm's anti-bribery and anti-corruption policy, including the right of Nexdigm to conduct audit if the Business Partners fail to abide by this Policy.

10. Responsibilities of the Business Partners

Nexdigm conducts its business in a fair, honest and ethical manner, in compliance with the applicable anti-bribery and anti-corruption laws and expects the same from its Business Partners. In selecting Business Partners, Nexdigm intentionally considers reputable partners who are committed to highest ethical standards and business practices. Nexdigm does not use the exchange of improper payments, business courtesies, or other practices to gain unfair competitive advantage. Nexdigm holds its Business Partners to the same standards and expects its Business Partners to act ethically and in compliance with all applicable legal requirements.

A Business Partner of Nexdigm shall:

- a) Comply with all applicable anti-corruption and anti-bribery laws;
- b) Not tolerate, engage in, or permit in any form of bribery or corruption;
- c) Not offer, pay, promise to pay, solicit, authorize any bribe, directly or indirectly to any person or Government Official, with the knowledge, expectation or suspicion that such person or Government Official will use their position to obtain or retain business or otherwise secure a business advantage for Nexdigm;
- d) Not permit any action by their own suppliers, subcontractors, agents or third parties which may cause Nexdigm to be liable for violation of any of the anti-bribery or anti-corruption laws;
- e) Not make any Facilitation Payments to any Government Official on behalf of Nexdigm for any purpose including obtaining licenses, permits or other official documents, processing any governmental papers on expedited basis, schedule any inspections;
- f) Not make any kickbacks to any Nexdigm Associates to secure any contract, business order from Nexdigm or obtain any kind of unfair competitive advantage;
- g) Not make any political contributions or charitable donations for or on behalf of Nexdigm or in any way intended to influence or otherwise affect Nexdigm's business;
- h) Co-operate and provide information and documents as may be requested by Nexdigm Associates for conducting background verification and due diligence before onboarding the Business Partner;
- i) Comply with this Policy and the supplier code of conduct at all times;
- j) Upon Nexdigm's request, have their own suppliers, subcontractors, agents or third parties execute similar written anti-bribery and anti-corruption compliance statements, and to confirm to Nexdigm that such actions have been taken;
- k) Not use money or other consideration received from Nexdigm in violation of the applicable anti-corruption and anti-bribery laws or for other unlawful purposes such as making any payments or engaging in bribery to attempt to improperly influence an act or decision to obtain or retain business or to secure an improper business advantage.

Nexdigm shall in no event be under an obligation, under any agreement entered into with any Business Partner, to take any action or omit to take any action that Nexdigm believes, in good faith, could cause

it to be in violation of the applicable laws.

11. Training and Communication

Training on this Policy will be provided to all the new joiners at the time of induction. The Policy will be shared with all existing Nexdigm Associates. The requirements under this Policy must be communicated by the concerned Nexdigm Associates to all suppliers, vendors, contractors, Business Partners and clients of Nexdigm at the time of entering into contractual relationship with them and as and when required.

Nexdigm Associates who are in managerial positions shall ensure that their team members are familiar with this Policy and other related policies herein. They shall guide their team members and ensure that the guidelines in this Policy are upheld and adhered to by their team members and the Business Partners working with them.

Nexdigm may require its Business Partners to establish policies and procedures in its organization to ensure compliance with this Policy and applicable anti-bribery and anti-corruption laws. Business Partners must ensure that they have communicated the requirements of this Policy to their respective employees, agents, sub-contractors through relevant training, distribution of the policy and / or other forms of formal communication. Nexdigm may also extend training programs to Business Partners, if it is envisaged that the work profile allocated to them carries a significant risk as per this Policy.

Further, this Policy may be subject to changes upon periodic reviews to assess Nexdigm's anti-corruption risk, adequacy and effective implementation of this Policy.

12. Record keeping

Any information that is received and/or provided for and/or on behalf of Nexdigm, for instance, any information required to be provided for procuring business orders/ contracts, information provided in request for proposal (RFP)/ tender documents, information provided while making any filings or providing any information to government authorities, any accounting information, information relating to payments made or received by Nexdigm, information received from Business Partners, government authorities, etc. shall be recorded accurately, honestly, and completely in all internal and external documents of Nexdigm by the Nexdigm Associates.

Nexdigm strictly prohibits "off-the books" agreements, accounts, or payments, or the making of any false, misleading, or inaccurate invoices, purchase orders, or accounting entries intended to obscure the actual purpose of the invoice or payment. This prohibition applies regardless of the amount of the invoice or payment.

13. Responsibilities under the Policy

Every Nexdigm Associate must ensure that he / she shall read, understand and comply with this Policy. In the event, the Nexdigm Associates are doubtful about whether certain conduct complies with this Policy, or about any act that could be perceived to be a potential breach of this Policy, then the Nexdigm Associates shall consult his/ her immediate supervisor or the People Team.

Nexdigm Associates are expected to abide by this Policy in order to prevent, detect and report cases of bribery offences. Nexdigm Associate must notify his / her immediate supervisor and/or People Team at ABAC@nexdigm.com as soon as possible if he/she believes or suspects that a breach of or conflict with this Policy has occurred or may occur in the future. Nexdigm Associates shall provide full cooperation for any enquiry or investigation conducted or to be conducted by Nexdigm in relation to any potential violation of this Policy or applicable law.

Further, in the event, a Nexdigm Associate becomes aware that a Business Partner is engaged in an act of dishonesty, bribery or corruption, whether in connection with Nexdigm or otherwise, such Nexdigm Associate should immediately report such concern to his / her immediate supervisor and/or People Team at ABAC@nexdigm.com. Similarly, in the event, any Business Partner witnesses behavior on the part of any Nexdigm Associate or any other Business Partner that may represent a violation of this Policy, then such Business Partner must immediately report such concern at ABAC@nexdigm.com.

14. Responsible Information Management

It is essential that confidentiality is maintained at all stages of the investigation process when dealing with cases of bribery and corruption under this Policy. All sensitive and personal data must be kept confidential (including the names of the persons who make the report) and shall be shared strictly on a 'need to know basis'. The designated individuals responsible for handling information about any incidents relating to bribery and corruption shall be provided with proper training with respect to handling such information and maintaining confidentiality.

15. Breach of Policy and Disciplinary Action

Any Nexdigm Associate who is in breach of this Policy will face disciplinary action, which could (in the sole discretion of the management of Nexdigm) result in counselling, formal apology, recovery of financial loss incurred, reduction in compensation, withholding of promotion, dismissal or termination of contractual relationship (for cause and without notice) with such Nexdigm Associate. Further, Nexdigm reserves its right to pursue legal action against such Nexdigm Associate. Any breach of this Policy may also result in imposition of severe fines or imprisonment by governmental or regulatory authorities or termination of contract with a third party.

Nexdigm retains the right to suspend or terminate the agreement(s) entered into with the Business Partners immediately upon written notice if Nexdigm believes, in its sole discretion, that any Business Partner has breached any elements of this Policy, or if the Business Partner has made a false or fraudulent statement, representation or warranty while carrying out its respective contractual obligations.

Annexure I**DECLARATION OF GIFTS AND HOSPITALITY FORM****DETAILS OF Nexdigm ASSOCIATE GIVING OR RECEIVING GIFT OR HOSPITALITY**

Your Full Name	
Your Designation	
Your Department	
Your E-mail Address	

TYPE OF REQUEST

- ☐ Request permission to give a gift
- ☐ Request permission to keep/receive a gift
- ☐ Report a gift already given

DETAILS OF PERSON TO WHOM OR FROM WHOM GIFT OR HOSPITALITY IS GIVEN / RECEIVED

Name	
Designation	
Company / Organization	
E-mail Address	
Is such person / organization a government official or office?	
Relationship of Nexdigm with such person / organization	

DETAILS OF GIFT OR HOSPITALITY

Date of Giving / Receiving	
Description of gift / hospitality	
Value / estimated value of gift / hospitality	
Purpose of the gift / hospitality	
Any additional relevant information	

Signature of Nexdigm Associate:**Date of Declaration:***Note: Please submit the completed form to the People Team of Nexdigm.***FOR OFFICE USE:**

Request Accepted (Y/N)	
Remarks	