

CODE OF CONDUCT FOR VENDORS

Addverb Technologies Limited (previously known as Addverb Technologies Private Limited) including its subsidiaries (“**Addverb**”) is committed to maintaining the highest standards of business ethics, integrity, social, legal, safety and environmental responsibility in its working.

This Code of Conduct for Vendors (the “**Code**”) outlines Addverb’s expectations of its vendors, service providers, suppliers including but not limited to manpower suppliers, contractors including their employees, agents and sub-contractors (each, a “**Vendor**”) engaged in providing products and services to Addverb. All Vendors are expected to act in accordance with this Code, and align their guidelines, policies, and practices so as to ensure that transparency, fairness and responsibility, along with highest standards of collaboration and honesty are upheld. This Code sets forth the minimum standards for doing business with Addverb.

This Code shall become applicable as and when a purchase order is issued by Addverb, or an agreement is signed between Addverb and Vendor. The requirements set out in this Code operate in addition to, and not in lieu of, obligations set forth in the purchase order or any agreements between a Vendor and Addverb and the applicable law, regulations and standards.

1. ETHICAL BUSINESS PRACTICES:

Addverb conducts its business in a fair, impartial, ethical, and proper manner and is required to be in full compliance with all applicable laws and regulations. Similarly, Addverb requires its Vendors to embrace and uphold the highest standards of ethics and integrity, and not engage in any conduct or activity that may raise questions as to Addverb's honesty, impartiality, reputation or otherwise cause embarrassment to Addverb.

All Vendors shall, without limitation:

- a. operate in full compliance with all applicable local and national laws and regulations in the jurisdictions in which they do business, including those relating to labour and employment, health and safety, human and civil rights, and the environment. Where industry standards are more rigorous than legal requirements, Vendors are expected to comply with the higher standard;
- b. ensure fair dealing in the course of all transactions and interactions conducted by them;
- c. comply with all national and international anti-corruption and anti-bribery laws and regulations and never pay bribes, accept kickbacks, engage in extortion, fraud or embezzlement, or take any other action that would violate, or cause Addverb to violate any applicable anti-bribery or corruption laws or regulations, including, as applicable, the Foreign Corrupt Practices Act (U.S.), the Bribery Act (U.K.), the Prevention of Corruption Act (Singapore), etc.;
- d. ensure not to, directly or indirectly, give any commission, gift, benefit, or entertainment, in cash or in kind, to any of Addverb’s officers, employees, representatives, etc., in order to obtain or retain business or favored treatment, or to influence actions or to obtain an improper advantage for itself or any third party. Small gifts or promotional items may be exchanged in the normal course of business, as long as they are reasonable, both in cost and scope, and are not intended or expected to, and do not, influence Addverb's business-related decisions;
- e. disclose to Addverb any existing or prospective situation that presents a conflict of interest in relation to its role as a Vendor to Addverb and, further ensure that they do not

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engage in activities that might create a conflict of interest for Addverb or for themselves;

- f. take all possible care, when using Addverb's or any third party, property, goods, intellectual property rights and ensure that they are used lawfully, efficiently, carefully, and honestly. Unless an explicit written permission is granted by Addverb or such third party, such property, goods or intellectual property rights cannot be used for any other purposes, in any form or manner, other than the one explicitly provided to the Vendor;
- g. report any illegal or unethical conduct/ instance to Addverb forthwith on attaining knowledge of the same;
- h. Act and interact with respect and in good faith with employees of Addverb.

2. WORKPLACE CONDITIONS:

Addverb is dedicated to creating a workplace that respects each employee's human rights and is required to comply with the laws and regulations in the jurisdictions in which Addverb operates. Addverb's Vendors are expected to conform to these standards in the conduct of their business related to labor practices, wages and workplace safety in each jurisdiction where the Vendor operates. Where practical, Addverb encourages the utilization of responsibly and sustainably produced products and services.

- a. **Diversity & Inclusion:** Vendor must ensure and demonstrate practices to promote equal opportunities for and treatment of its personnel/employees and there shall be no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation or any other characteristic protected by law.
- b. **Fair Treatment:** Vendor must treat all its personnel/employees fairly and respectfully and take steps to foster an environment of tolerance and open, honest communication. The Vendor should further ensure that in all employment-related matters (including recruitment, training and promotion, transfers, employment termination, discipline, compensation and benefits), all decisions are made solely on the basis of merit.
- c. **Workplace Environment:** The Vendor should foster a workplace environment that is free from intimidation, harassment, and violence. Any act that creates an intimidating, offensive, abusive, or hostile work environment, should not be tolerated. In addition, unwelcome sexual advances, requests for sexual favors, and other unwelcome verbal or physical conduct of a sexual nature are strictly prohibited.
- d. **Salaries, Wages & Benefits:** Vendor must compensate their personnel/employees by providing wages and benefits that meet or exceed the minimum legal requirements and the terms of applicable collective bargaining agreements as well as the industry standards in the jurisdiction in which the Vendor operates. All such payments shall be made in a timely manner and the basis on which the compensation was calculated must be provided to the personnel/employees. Deductions from wages as disciplinary measures shall not be made, if not legally permitted and all disciplinary measures shall be recorded.
- e. **Working Hours:** Vendors are expected to carry out their operations in way consistent with the applicable national and local laws and industry standards pertaining to the number of hours and days worked by all personnel/employees, including overtime, rest breaks and paid vacation.
- f. **Health & Safety:** Vendors are expected to facilitate its personnel/employees with a safe

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and healthy working environment, in compliance with all applicable laws regarding working conditions, including workplace health and safety, sanitation, fire safety, risk protection, and electrical, providing appropriate Personal Protective Equipment (PPE), mechanical and structural safety. In addition, Vendors should establish health and safety policies and effectively implement the same in their workplace and should adequately educate and train the employees in health and safety issues in a language they understand. Vendor must necessarily ensure that its personnel/employees or sub-contractors never use drugs, alcohol or other substances in a way which may affect their ability to perform their jobs safely and as intended.

- g. ***Forced Labour & Human Trafficking:*** Addverb has a zero-tolerance policy towards forced or involuntary labour of any kind or modern forms of slavery and will terminate its business relationship with any Vendor who uses forced labour of any kind. Addverb expects its Vendors to fully comply with all applicable slavery, forced labor and human trafficking laws, and not engage in practices associated with forced labor, including but not limited to, withholding of wages, retention of identity documents, and restriction of movement, etc. Additionally, Vendors must not engage in or support mental and/or physical coercion as well as human trafficking in any form or manner, whatsoever, and are encouraged to implement due diligence measures to ensure that human trafficking doesn't exist within their extended supply chains. Vendor shall provide all workers with a written contract that clearly conveys the conditions of the employment in a language understood by them. Vendor shall only engage workers who are legally entitled to work in the country and shall ensure that all workers (including sub-contractors) have applicable legal documents and work permits to evidence that they are legally entitled to work in the country. Vendor shall not impose unreasonable restrictions on movement within the workplace or upon entering or exiting company-provided facilities. Vendor shall not withhold workers' original identification or travel documents and shall not charge any recruitment fees at any stage of the recruitment process.
- h. ***Child Labour:*** Vendors must comply with all applicable child labour laws, including those related to minimum age, hiring, wages, hours worked, overtime and working conditions. The minimum age for full time workers must not be less than 18 years of age unless a lower age is prescribed under the applicable law and the jurisdiction in which the Vendor operates. The Vendor shall develop or participate in and contribute to policies and programs which provide for the transition of any child found to be performing child labour to enable him or her to attend and remain in quality education until he/she is longer a child.
- i. ***Respect for Human Rights:*** Human rights are a universal requirement, and the Vendor shall respect and commit to upholding those rights expressed in the International Bill of Human Rights (consisting of the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights) and the International Labour Organization's ("ILO") Declaration on Fundamental Principles and Rights at Work.
- j. ***Freedom of association and collective bargaining:*** The employees of the Vendor must be free to join or not to join a union/employee representation of their choice, free from any threat or intimidation. The Vendor recognizes and respects the right to collective bargaining in accordance with applicable local laws.

3. CONFIDENTIAL INFORMATION, PERSONAL DATA AND DATA SECURITY:

Addverb expects its Vendors to strictly protect confidential and proprietary information. For this purpose, Vendors must adopt and maintain processes and measures to provide reasonable

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protections for personal, proprietary, and confidential information, including information that they access, receive or process on behalf of Addverb.

Keeping in mind that any unauthorized use or disclosure of such confidential and proprietary information may have personal, legal, reputational, and financial consequences for Addverb, the Vendors have an obligation to ensure that all such information of Addverb is secured against loss, misuse or unauthorized access, use, modification or disclosure. Vendors have a duty to maintain the confidentiality, integrity, and security of all commercial and business information, for which they are responsible. Vendors shall also keep in strict confidence all communications, technical or commercial know-how, specifications, designs, products, samples, inventions, processes or initiatives, which are of a confidential nature disclosed by Addverb to the Vendors or which the Vendor may obtain. Vendor must ensure that it or its employees, representatives or agents do not take advantage of their position to seek personal gain through inappropriate use of Addverb's information and follow all restrictions on the use and disclosure of the supplied information.

Furthermore, Vendor shall not use or proliferate any commercially sensitive information to the detriment of Addverb. Such commercially sensitive information may include, without limitation, restructuring plans, acquisition and divestiture of businesses or business units, financial information such as profits, earnings and dividends, asset revaluations, launch of new product, investment decision/plans, agreements etc.

In addition to the aforesaid, Vendors must comply with all applicable privacy / data protection and information security laws and regulations applicable in the jurisdiction it operates and where it provides its products and services.

The Vendor is required to:

- a. safeguard confidential, personal or sensitive information at all times by keeping it electronically and physically secure;
- b. only disclose or share personal or sensitive information on a need-to-know basis, while complying with any permissions or restrictions covering its storage and use;
- c. handle confidential, personal or sensitive information in compliance with applicable laws and policies and guidance as provided by Addverb;
- d. report a breach immediately to Addverb in case of a suspected breach of personal, confidential, or sensitive information (whether deliberately or inadvertently).

4. INTELLECTUAL PROPERTY RIGHTS

Addverb shall hold all rights, title and interest including, without limitation, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, software, works of authorship, trademarks, services marks, confidential information or trade secrets other intellectual property that it owns, controls, develops or acquires or any modification, derivative works of the foregoing (collectively, "**Intellectual Property**").

The Vendor shall:

- a. not use Addverb's Intellectual Property for any purpose, in any form or manner, other than for the purpose explicitly consented by Addverb in writing;
- b. not dispute Addverb's title to the Intellectual Property in any form or manner, whatsoever, and undertakes not to set up any claim that gives the Vendor any right, ownership or interest therein;

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- c. ensure that any rights accrued, or which may accrue from the Vendor's use of Addverb's Intellectual Property shall inure to the sole benefit of Addverb;
- d. ensure that all products, results and other materials that are created, made, conceived, reduced to practice or authored by the Vendor in the course of performing the services for Addverb, and all rights therein, shall belong to and be the sole and exclusive property of Addverb;
- e. not make any modification, change, and amendments to or reverse engineer Addverb's Intellectual Property or the intellectual property of a third party, under any circumstances, whatsoever.

5. ENVIRONMENTAL RESPONSIBILITY

Addverb expects its Vendors to prioritize environmental protection in all aspects of its business activities. At a minimum, the Vendor should comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment.

Vendors are encouraged to establish procedures to manage, measure and, where possible, reduce factors related to their environmental impact, including energy usage, fossil fuel usage, water usage, wastewater, and solid waste (including byproducts and hazardous waste), air emissions (including greenhouse gases) and handling of hazardous substances, etc. Addverb also expects its Vendors to report relevant data on environmental and climate protection upon request.

6. COMPLIANCES & GOVERNANCE:

The Vendor must obtain and hold all necessary statutory permits, approvals, and licenses for conducting its business.

Addverb encourages its Vendors to adopt, maintain and implement effective management policies and systems that utilize the best available techniques and practices to adhere to this Code and continuously improve their performance. This should include a process for the identification and proactive mitigation of risks associated with compliance to this Code, as well as a process for ongoing monitoring and review of risk controls, and prompt and accurate reporting of all incidents.

- a. **Quality & Standard:** Vendors must meet rigorous product quality standards, mandated by applicable laws and regulations, and must ensure that all materials/goods used by it complies with applicable rules, laws, and regulations regarding the prohibition or restriction of specific substances to ensure safe and responsible handling, storage, movement, reuse, recycling, and disposal.
- b. **Audits & Records:** Vendors are expected to maintain books and records in all respects according to law and the adopted accounting principles, policies, and procedures. The records should be true, clear, concise, accurate, and timely reported. Vendor should not alter or create records that provide false data or where data is misrepresented. Addverb and any of its customer, may audit the Vendor's procedures and records that relate to its performance and to ensure compliance with the terms of this Code. Parties further agree that Addverb may conduct an audit at any time, in the event of (i) investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature, or (ii) Addverb reasonably believing that an audit is necessary to address a material operational problem or issue that poses a threat to the supply or Addverb's business.

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- c. **Fair Competition:** The Vendor shall conduct its business in full compliance with the competition laws applicable in the jurisdiction its operates and provides its products and services. Further, the Vendor shall refrain from discussing prices, pricing policy, terms and conditions, marketing plans, and similar matters of competitive interest when involved in trade association activities or in other situations involving informal communications among competitors, customers, business partners, or suppliers.
- d. **Prohibition on Insider Trading:** In the event that the Vendor becomes aware of material, non-public information relating to Addverb or its business, the Vendor acknowledges that such information may include potentially price-sensitive information and facts which, if made public, could have a material effect on the share price of Addverb or its affiliated companies. Vendor acknowledges that it shall be prohibited from buying or selling Addverb's securities or engage in any other action to take advantage of that information, including passing that information on to others and making a recommendation to a third party to acquire or sell Addverb's or its affiliated companies' shares or other securities.
- e. **Whistleblower Policy:** The Vendor shall establish an anonymous complaint mechanism for personnel/employees to report workplace grievances. The Vendor shall further be obligated to protect whistleblower confidentiality and prohibit retaliation of any kind against towards the complainant/ whistleblower.
- f. **Tax Fraud & Evasion:** Vendors must not directly or indirectly engage in, or facilitate the engagement by others in, the deliberate and fraudulent diversion of funds from a tax authority.
- g. **Conflict Materials:** The Vendor shall not source any mineral or material from conflict affected regions and high-risk areas, which may contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects and shall always comply with all applicable laws and resulting due diligence obligations with respect to the above.
- h. **Money Laundering:** The Vendor shall not indulge in any money laundering activities and shall comply with applicable laws and regulations designed to combat money laundering activities. The Vendor shall maintain financial records and reports according to applicable laws and regulations.
- i. **Export Control and Sanctions:** The Vendor shall ensure compliance with all applicable export control and sanctions laws and regulations. In particular, the Vendor warrants that: (a) neither the Vendor nor its holding company, agents, vendors and/or other third parties directly contracted by the Vendor for the delivery of the services to Addverb are listed on an applicable sanctions list as a denied party and (b) it has informed Addverb and/or will inform Addverb promptly as far as the services or supply is and/or becomes subject to applicable export/re-export restrictions.

7. REPORTING & GRIEVANCE MECHANISM:

Addverb expects its Vendors to have a process through which its personnel/employees can raise workplace concerns without fear of retaliation. This grievance redressal mechanism should be transparent and easy to comply with.

The Vendor is required to promptly report any violation of this Code to Addverb. All reports, to the extent possible, shall be handled in a confidential manner and the identity of the individual reporting the grievance shall be kept confidential.

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To report a violation, please write to: grievance@addverb.com

8. CONCLUSION

Addverb expects its Vendors to join us in our commitment to transparency and disclosure.

If a Vendor is found to be in violation of the requirements of this Code, Addverb expects that the Vendor shall inform the same immediately or as soon as is practicable and remedy any such violation in a timely and sensitive manner. Failure by a Vendor to do so may lead to review or termination of the relationship between Addverb and the Vendor. Nothing contained herein shall limit the right of Addverb to immediately terminate the relationship with the Vendor in the event of breach of any obligations under this Code by the Vendor. Vendor shall indemnify, defend, and hold harmless Addverb against any and all loss, damage, claims (including third party claims), judgment, suits arising out of or in connection with the breach of this Code by the Vendor.

This Code is subject to modification from time to time, in accordance with the applicable laws and at the sole discretion of Addverb. Any modification to the Code shall become effective on the date the updated Code is uploaded on the website.

The failure or omission by Addverb to insist upon strict performance and compliance with any of the provisions of this Code at any time shall in no way constitute a waiver of its rights.

It is the responsibility of the Vendor to ensure that all its officers, employees, representatives, and agents understand and comply with this Code. The Vendors are expected to self-monitor their compliance with this Code, however, Addverb shall also actively monitor the same and may conduct audits to ensure Vendor's compliance with the provisions of this Code.