
 Delivering Excellence <small>(Formerly known as NSEIT Ltd.)</small>	DEX IT Global Limited	Doc. No: HRM-PL-14
	Code of Conduct for Third Parties	Version no: 1.4 Release Dt: 01-Oct-2025

DEXIT Standard Code of Conduct for Third Parties

The Code of Conduct is applicable for all
DEXIT Vendors / Contractors and
Subcontractors

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Version History

Version	Authors	Reviewers	Approvers	Review Date	Comments
1.0	Pritish Arun Nadkarni	Ratnadeep Nalavade	Tina Mathew	1 st March 2023	Release Date: 15 th March 2023
1.1	Pritish Arun Nadkarni	Ratnadeep Nalavade	Tina Mathew	1 st March 2024	
1.2	Pritish Arun Nadkarni	Ratnadeep Nalavade	Tina Mathew	29 th July 2024	Comments: Section 18 on Compliance added
1.3	Pritish Arun Nadkarni	Akshata Mali	Akshata Mali	29 th July 2024	Comments: No Changes required in the policy.
1.3	Shraddha Kota	Akshata Mali	Akshata Mali	01 st Oct 2025	Comments: Updated the policy with DEXIT Global Limited

Next review Date: 1st March 2026

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1 Preamble

This Code of Conduct which is applicable for DEXIT Vendors, Contractors and Subcontractors is intended to establish and clarify the standards for behavior in the organization. However, no Code of Conduct can cover all situations you may encounter. Thus, you need to utilize the following principles where specific rules cannot be established:

- Decisions made, and actions taken, by you must be consistent with DEXIT values and company objectives
- DEXIT Ltd. (The Company) is focused on delivering long-term value to its employees, stakeholders and society. It is expected that you will do what is right to support the long-term goals of the company
- The Company competes to win, but only within the framework of integrity, transparency and compliance with all applicable laws and regulations
- If you are ever in doubt about a decision, it should be escalated to a higher level of management for broader consideration.
- Should you ever see a deviation from the above principles, it is expected that you will utilize appropriate channels to report the violation to DEXIT Human resources and DEXIT Enterprise Risk Management.

2 Applicability


This code of conduct applies to all of DEXIT Vendors, Contractors and subcontractors.

The Company also expects its Vendor, Contractor and Subcontractor managers to lead by example and perform their duties in accordance with this code of conduct and ensure that the content of this Policy are communicated to all persons reporting to them. If a business location or region has policies, practices, laws or regulations that require more than what is stated in this code of conduct, then the Contractors, vendors and subcontractors must follow this code of conduct as a minimum and comply with such policies, practices, laws, or regulations in that particular region/ country; Contractors, vendors and Subcontractors are responsible for ensuring that location specific policies and practices are consistent and in compliance with this code of conduct.

3 References

Any reference to “The Company” in this Code of Conduct means DEXIT LTD. (which expression shall mean and include all its, successors & assignees)

Any reference to “Vendors, Contractors, Subcontractors” in this Code of Conduct means and includes all individuals on engagement with the Company, with probationary, trainee, retainer, temporary or contractual appointment with DEXIT as Contractors, subcontractors and vendors.

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4 Introduction - The Company's commitment to doing business with Integrity

The Code of Conduct for Vendors, Contractors and Subcontractors defines standards for conduct in all business, legal, and ethical matters carried out in daily business, and is meant as a tool and a guide for dealings with DEXIT employees, clients, partners; interaction with competitors; as well as in financial areas. It is part of the Company's business policy to carry out all company activities in accordance with the letter and spirit of applicable legal requirements and therefore keep high standards of business ethics.

Our commitment to ethical and lawful business conduct is a fundamental value of our employees and is critical to the company's success. We will strive to uphold ethical and legal standards vigorously even as we pursue our financial objectives. We will not compromise honesty and integrity anywhere at any time even while continuously striving to build value for customers through the innovative use of technology and talent. This code of conduct reiterates our commitment to the above principles and the same is expected to be followed fully by Vendors, Contractors and Subcontractors of DEXIT.

5 Purpose

This code of conduct is intended to:

- set high standards of honesty, integrity and ethical and law-abiding behavior expected of the Company's Vendors, Contractors and Subcontractors.
- encourage the observance of those standards to protect and promote the interests of shareholders and other stakeholders;
- guide Vendors, Contractors and Subcontractors on their acts and actions necessary to maintain integrity; and
- set out the responsibility and accountability of The Company's Vendors, Contractors and Subcontractors to report and investigate any reported violations of this code or unethical or unlawful behavior.


6 Workplace Environment

6.1 The Code of Basic Working Conditions

As DEXIT Vendors, Contractors and Subcontractors, The Company expects you to exercise good judgment to ensure the safety and welfare of Employees and to maintain a cooperative, efficient, positive, harmonious and productive work environment and business conduct. These standards apply while working on our premises, at offsite locations where our business is being conducted, at Company-sponsored business and social events, or at any other place where you are a representative of the Company. In addition, on client locations, you may be required to adhere to the client's code of conduct as well.

6.2 Equal Opportunity

The Company is committed to providing a work environment free of discrimination and harassment. The Company is an equal opportunity employer and makes employment decisions based on merit and business needs. The Company policy prohibits harassment of any kind, including harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, sex, gender identity, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other

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basis protected by federal, state, or local law or ordinance or regulation. All such harassment is unlawful. The Company's policy against sexual harassment applies to all people involved in the operation of the Company and prohibits harassment by any employee of the Company towards other employees including other employee, contractors, visitors and clients. It also prohibits discrimination or harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. The above is applicable for DEXIT Vendors, Contractors and Subcontractors.

Corporate Opportunities

- Vendors, Contractors and Subcontractors must not improperly use his/her position, property or information acquired through his/her position for personal gain or gain of an associate or to compete with or harm the Company.
- Vendors, Contractors and Subcontractors must keep his/her personal or external business dealings separate from the Company's business dealings.
- Vendors, Contractors and Subcontractors must only use goods, services and facilities received from the Company in accordance with the terms on which they are given.
- Vendors, Contractors and Subcontractors must not accept any gift from the Company's existing or potential client or DEXIT employees or clients that is designed to influence their decisions.
- Vendors, Contractors and Subcontractors, must not draw any personal gain or other benefit (except their salary and any additional compensation approved by their Employer) from any business they carry out for the Company and must not make any offer to any third party with intention of inappropriately influencing a business decision by that party.

6.3 Freedom from Discrimination


The Company is committed to providing a work environment that is free from discrimination. The Company specifically prohibits discrimination or harassment because of race, color, creed, religion, national origin, citizenship, gender, age, physical or mental disability, political belief, marital or family status, pregnancy, veteran status, economic status, or other legally protected status in any employment decision or in the administration of policy.

6.4 Anti Harassment

The Company does not expect Vendors, Contractors and Subcontractors to tolerate, harassment in their workplace. If he/ she has a complaint of discrimination, sexual or other harassment, or other forms of offensive conduct he/she is expected to report it to any Human Resources representative of DEXIT and the Vendor Company. Complaints of offensive or improper conduct are taken seriously and investigated thoroughly, without retaliation.

6.5 Health and Safety

The safety of people at the workplace is a primary concern of the Company. Each of us must comply with all applicable health and safety. We are subject to compliance with all local laws to help maintain secure and healthy work surroundings.

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6.6 Substance Abuse

To meet our responsibilities to employees and clients the Company must maintain a healthy and productive work environment. Substance abuse, or selling, manufacturing, distributing, possessing, using or being under the influence of illegal drugs and alcohol while at work is absolutely prohibited.

6.7 Weapons in the Workplace

The possession and/or use of weapons/firearms or ammunition on Company premises or while conducting the business of the Company is strictly prohibited, except with the prior written permission of the Company or as otherwise required by applicable law. Possession of a weapon can be authorized only for security personnel when this possession is determined necessary to secure the safety and security of Company's staff and employees. The provision of written permission by the Company, however, is not meant to be an indication that the Company claims any responsibility or liability for a person's possession and/or use of a weapon/firearm or ammunition and does not authorize the person to possess and/or use such weapon/firearm or ammunition on the Company's behalf. In addition to obtaining written permission from the Company, any person in possession of a weapon/firearm or ammunition on Company premises, is solely responsible for obtaining, and must have and maintain, any and all licenses/permissions that are required by applicable laws and regulations in the relevant jurisdiction. The person in possession of the weapons/firearms or ammunition maintains sole responsibility for ensuring that their possession and/or use of such weapons/firearms or ammunition is in conformance with all such laws and regulations.


7 Use of Company Assets and Data Safeguarding

7.1 Confidentiality

In the course of engagement with the Company - Vendors, Contractors and Subcontractors, will / may have access to information that is considered confidential and/or proprietary. Generally, confidential and proprietary information or any Company information that is not public. As a policy of the Company each and every employee has to sign a Non-Disclosure Agreement before joining the services of the Company and also abide by the same. Vendors, Contractors and Subcontractors are expected to use appropriate discretion to discuss terms and conditions of their engagement in accordance with applicable law.

Confidential and proprietary information or information about The Company or The Company's clients that includes, but is not limited to:

- research and development, such as project descriptions, plans, drawings, reports, notebooks,
- computer files and programs, and investment amounts
- trade secrets, including business practices, technical processes and applications, service and restoration procedures, operations procedures, software specifications and designs, and equipment uses
- The Company intellectual property, including patented, trademarked, and copyrighted material Procedures and practices related to management of the Company's network, communications, data centers, command centers, and other technical equipment
- Non - public information about products, service alliances, and clients, including marketing plans, sales.
- prospects, product and service strategy, and software specifications
- confidential and proprietary organizational and business information, such as budgets and other
- financial data and records, rate and cost data, client lists, services provided, and personnel data,

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including employee records and lists

- information received/receiving from or about clients and potential clients

Vendors, Contractors and Subcontractors have the responsibility to protect confidential and proprietary information from theft, disclosure, or inappropriate use. They are expected to store confidential and proprietary information in a safe place as identified and follow the information security and other related policies. They should use extreme caution while discussing business or using a cell phone or other portable communications device in public places, and never discuss The Company or its clients' confidential and proprietary information with friends or acquaintances.


Vendors, Contractors and Subcontractors must protect the Company's clients' and prospective clients' confidential and proprietary information. They are expected to never use another party's trademark, name, logo, or copyrighted material without the owner's prior written permission, and never remove copyright notices from computer or other materials.

When the employment/ engagement with the Company ends, all documents, records, and other information and property belonging to the Company must be returned. Even after the employee leaves the engagement of the Company, they have a continuing obligation to safeguard and not use or otherwise disclose the Company' and its clients' confidential and proprietary information to anyone.

The work for which Vendors, Contractors and Subcontractors are employed/ engages is and will be of a private nature, and in connection with the performance of their services on behalf of the Company, its subsidiaries and affiliates (together with their predecessors and successors, the "Company"), the Company, may make available information of a private nature which is including, but not limited to Company's clients' and prospective clients' business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personal matters, policies, procedures, trade secrets, programs, operations, clients, prospective clients, employees and other non-public matters, including those concerning third parties("Private Information"). Vendors, Contractors and Subcontractors agree that they shall receive in strict confidence all such private information belonging to the Company or to its clients or prospective clients. Vendors, Contractors and Subcontractors, further agree to use their best efforts to maintain and to assist the Company in maintaining the confidentiality of all such private information, and to prevent it from getting into unauthorized hands.

Vendors, Contractors and Subcontractors, shall also ensure that their respective Salary / compensation shall at all times be kept confidential and should not be disclosed to any colleague/s or anybody else. Vendors, Contractors and Subcontractors further agree that:

- a) They shall neither copy nor distribute any material, or other information constituting private information which comes into their possession as result of their employment by the Company, other than for the Company use;
- b) They shall, not only during the period of employment by the Company but even at any time thereafter, directly or indirectly, disclose to others and / or use for their own benefit or for the benefit of others, private information acquired by them during the period of their employment / engagement, except to the extent as may be reasonably necessary in the ordinary course of performing their duty for the Company;
- c) They shall not disclose to the Company or attempt to induce the Company to use any private information or material to which the Company is not entitled;

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- d) Upon termination of their employment / engagement with the Company, they shall return to the Company or to the client or prospective client/s all materials and information that constitutes private information and any copies thereof and certify to the Company that they no longer have any rights to such materials or information, and they will represent that the original and all copies of such materials and information have been returned to the Company or to the client/s or prospective client/s.
- e) That any confidential data shall not be shared/ sent to employee's personal mail ID, for any business exigencies, without the prior written consent of their respective reporting managers.

7.2 Integrity of Financial Information


They i.e Vendors, Contractors and Subcontractors acknowledge, undertake and agree as follows:

- I. They shall not use any knowledge, trade secrets or other information that is treated "Confidential" by The Company or its clients including, but without limitation to, information on the company's knowledge bases except in the proper course of their duties or as otherwise permitted by the company. Confidential information does not extend to information already in the public domain unless such information has arrived there by unauthorized means.
- II. Without limiting the previous clause they undertake that they shall not attempt to:
 - a. Remove or take any such confidential information; or
 - b. Disclose confidential information to any third party other than in the proper course of their duties or as otherwise permitted by The Company ;or
 - c. Gain personal advantage from trading in or on the basis of confidential information; or
 - d. Cause or procure any other person to deal in the securities of any company on the basis of confidential information.
 - e. Obtain nor claim any ownership interest in any knowledge or information obtained from The Company and its knowledge bases either during the course of or even after the termination of relationship with The Company
 - f. They cannot disclose to any future employer, or use for their own purposes any confidential information they may have access to during their relationship with the company
 - g. They shall not participate in any activity that may fall under the purview of the Anti Money Laundering (AML) Laws in applicable jurisdiction.
 - h. There is zero tolerance for Bribery, Corruption and Ethical issues at DEXIT and the same is applicable to Vendors, Contractors and Subcontractors,

7.3 Conflict of interest

Each associate of the Vendor, Contractor and Subcontractor is expected to avoid situations in which his or her financial or other personal interests or dealings are, or may be, in conflict with the interests of the Company. Accordingly, the Company expects its Vendors, Contractors and Subcontractors to act in the Company's interest at all times.

Vendors, Contractors and Subcontractors are advised not to engage in any other business, commercial or investment activity that may conflict with their ability to perform their duties to the Company. Vendors, Contractors and Subcontractors must also not engage in any other activity (cultural, political, recreational, and social) which could reasonably conflict with the Company's interests and interfere with the performance of their duties.

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Vendors, Contractors and Subcontractors must not use any Company's property, information or position, or opportunities arising from these for personal gains or to compete with or to tarnish the image of the Company. They should not engage in any business activity, which could be detrimental to, or in competition with, the Company's any business activities.

8 Marketing Practices

Promoting our products places on us an ethical responsibility to provide accurate, balanced and updated information about our products to our clients/prospect clients. These fundamental principles guide our marketing practices and interactions:

- Hospitality must be appropriate, modest, consistent with local practices and secondary to the main purpose of any meeting. We do not provide promotional aids or gifts, except for some small courtesy gifts.
- We prohibit any personal incentives to prescribe products/services.
- All interactions and activities must comply with applicable local laws and regulations.

8.1 Anti-Competitive Behavior


Generally, an agreement or arrangement with a competitor to fix prices (e.g., to set interest rates, fees, prices, etc.), allocate markets or restrict supply will be illegal. As competition and anti-trust laws are very complex and vary by jurisdiction, we should be familiar with the Competition Law Compliance Policy and seek guidance from the Legal or Compliance departments in any circumstance that might be perceived as anticompetitive.

8.2 Bribery and Corruption

As a general rule, "anything of value" offered, promised or given to a recipient, directly or indirectly, in order to induce or reward the improper performance of, or the failure to perform, a function or an activity, can be considered a bribe. In all instances, whether an action will be considered a bribe will depend on whether it was presented for the wrong reasons. Bribes come in many forms and activity may be construed as illegal anytime there is the giving or receiving of an undue reward to influence another party's behavior. The Company prohibits Vendors, Contractors and Subcontractors (or anyone acting on their behalf) from (1) soliciting anything of value for themselves or for any other individual from anyone in return for any business, service or disclosure of confidential information; and (2) accepting anything of value from anyone other than the Company in connection with conducting the Company business.

8.3 Commission Sharing

The sharing of commissions such as finders' fees or secret commissions with any other employee or director, agent or broker who is not licensed to buy or sell the service or product in question, or who is not part of an established commission-sharing program, is prohibited for DEXIT employees and the same is applicable to Vendors, Contractors and Subcontractors of DEXIT.

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Forgery, Falsifying Accounts, Documents and Records

Improperly creating or reproducing, or falsifying a signature or initial or otherwise creating a false document will not be tolerated under any circumstances. In addition we must not manipulate internal accounts or make entries to any account which are false, have not been properly verified or obscure the true nature of the transaction, or allow such entries to be made. We must not establish or operate, for any purpose, an account on the books of the Company that cannot withstand the closest public scrutiny of its propriety. Also, we must not manipulate or falsify any financial statement, record or return. We must not intentionally complete inaccurate reports, forms or other documents (including marketing and client presentation material) that are relied upon by the Company to be an accurate record of the circumstances, or that are disclosed publicly or directly to third parties, including government agencies, regulators and customers or potential customers.

8.4 Sales Misconduct

A central component of the Company's mission is to be customer focused. Accordingly, whenever Vendors, Contractors and Subcontractors are servicing customers or providing advice or recommendations, Vendors, Contractors and Subcontractors must deal fairly with our customers. As such, we must not allow our desire to increase our performance results to come before our focus on our customers. Vendors, Contractors and Subcontractors must not willfully spread rumors or disseminate false or misleading information. Care must also be exercised when handling unsubstantiated market information. Customer communications in particular should have a reasonable basis, be fair and balanced, and not contain any inaccurate or misleading information.

8.5 Sanctions

The Company is committed to complying with economic and trade sanctions imposed against countries, governments, individuals and entities specified by the competent authorities in the jurisdictions where the Company operates. This is applicable to Vendors, Contractors and Subcontractors as well.

9 The Company Brand. Logo

Vendors, Contractors and Subcontractors must avoid using the Company communications materials for personal reasons as this could lead to a misunderstanding and possibly damage the Company's reputation.

Authority to issue press release and other public communication on behalf of the Company lies with respective DEXIT Business Unit Heads & Head of Human Resources and not with Vendors, Contractors and Subcontractors.

10 Information Security

During the course of your employment / engagement with the Company you will comply with all the provisions of the Information Security Policies and Procedures of the Company at all times and which shall extend beyond the normal working hours, whether inside or outside the office premises. Non compliance with the Information Security Policies and Procedures and/ or any incidence of data pilferage will lead to strict disciplinary action as deemed appropriate by the company.

It is mandated that the Information Security policy of the Company is abided to at all times.

Wearing of ID cards at all times is mandatory.

NO USB and pen drives are allowed.

Tailgating is not allowed.

Taking pictures inside office premises is not allowed unless approved in writing by DEXIT Risk Head and HR head.

11 Solicitation and Distribution of Literature

In order to ensure efficient operation of the Company's business and to prevent disruption to employees, the Company has established a protocol on solicitations and distribution of literature at the Company premises. Vendors, Contractors and Subcontractors should not engage in solicitation or fundraising during work time (defined as the work time of either the employee making or receiving the solicitation), and you may not engage in the distribution of nonbusiness literature during work time or in company work areas. Further, you may not use company resources to solicit or distribute at any time. Non employees may not engage in solicitation, fundraising, or the distribution of literature on company property. Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose at the Company premises.

12 Insider Trading or Tipping

Employees or directors who possess material, non-public information about the Company or its customers, business partners or other third parties (e.g., with whom the Company may be contemplating a purchase or sale) are prohibited from trading in securities of those entities ("Insider Trading"). Employees and directors also may not relay material, non-public information ("Tipping") to anyone except in accordance with the Company Insider Trading guidelines. Employees undertake to abide by the SEBI (Prohibition of Insider Trading) Regulations, 2015 whenever the same may become applicable and shall comply with the specific trading guidelines issued from time to time. The same will be applicable to Vendors, Contractors and Subcontractors if they have access to DEXIT confidential information.

13 Political non-alignment


We shall act in accordance with constitution and governance system of the areas in which we operate. We do not seek to influence the outcome of public elections, nor to undermine or alter any system of government. We do not support any specific political party or candidate for political office. Our conduct must preclude any activity that could be interpreted as mutual dependence / favour with any political body or person, and we do not offer or give any company funds or property or other resources as donations to any specific political party, candidate or campaign.

14 Gifts and Hospitality

Business gifts and hospitality are sometimes used in normal course of business activity. However, if offers of gifts or hospitality (including entertainment or travel) are frequent or of substantial value, they may create the perception of, or an actual, conflict of interest or an illicit payment. Therefore, gifts and hospitality given or received should be modest in value and appropriate. Any exchange that is required as business etiquette and may be of a substantial value, has to be duly reported to the reporting supervisor and above as required. This is applicable for Vendors, Contractors and Subcontractors of DEXIT.

15 Terrorist Financing

The Company is committed to preventing the use of its financial services for terrorist financing purposes. We will not knowingly deal, directly or indirectly, with any person, entity or group subject to anti-terrorism measures or whom we believe or have reason to believe is involved in the financing of terrorist activities. We must report

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transactions or activities that we know or suspect relate to terrorist financing and applicable procedures to allow for any appropriate action to be taken.

16 Violations of this Code

Violations of this Code shall be reported to the DEXIT HR / Risk Management Team, who will arrange to investigate the violation and recommend the appropriate action to be taken against the defaulter internally. In applicable cases it will also have consequences in employment law and may lead to external investigations and legal proceedings shall be initiated against the Vendors, Contractors and Subcontractors who violate any legal or contractual agreements/obligations with the Company.

17 Disciplinary Action

Disciplinary action will be taken by a committee comprises of Head HR and respective Business Unit Head against Vendors, Contractors and Subcontractors who repeatedly or intentionally fail to follow our code of conduct. Disciplinary actions will vary depending on the violation in liaison with the vendor, contractor company :


Possible consequences include:

Suspension or termination of services for DEXIT

We may take legal action in cases of corruption, theft, embezzlement or other unlawful behavior.

18 Important Points on Compliance:

1. Vendor / Business Partner shall always ensure compliance with all applicable regulations and requirements regarding the performance of its obligations under the PO / Contract with DEXIT & Group Companies
2. Vendor / Business Partner is solely responsible for reviewing the Security Documentation and evaluating, the Security Measures, the Additional Controls and Vendor / Business Partner commitments will meet the Client needs, including with respect to any security obligations of Vendor / Business Partner under the Digital Personal Data Protection Act, 2023, General Data Protection Regulation(GDPR) and The Public Examinations (Prevention of Unfair Means) Bill, 2024.
3. Vendor / Business Partner acknowledges and agrees that (considering the nature, scope, context and purposes of the processing of client Personal Data as well as the risks to individuals) the Security Measures implemented and maintained from compliance perspective by Vendor / Business Partner provide a level of security appropriate to the risk in respect of the Company Data.
4. Any Data Security Breach or Incident needs to be reported by Vendor / Business Partner immediately within 24 hours to DEXIT leadership and erm_compliance@DEXIT.com
5. Vendor / Business Partner to ensure that all the personnel of Vendor / Business Partner have read and acknowledged this DEXIT'S Code of Conduct Document for third parties.
6. If DEXIT's client imposes any penalties due to Vendor / Business Partner's non- compliance with Digital Personal Data Protection Act, 2023, GDPR and the Public Examinations (Prevention of Unfair Means) Bill, 2024, the penalties would be passed on to Vendor / Business Partner.
7. DEXIT believes in fostering a culture of transparency, integrity, and ethical conduct. If any personnel of Vendor / Business Partner encounter any incident about money laundering, bribery, corruption, any unethical practices at DEXIT, DEXIT would like Vendor / Business Partner to act as a whistleblower. Concerns and grievances can be sent to whistleblower@DEXIT.com

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19 Amendments

The Company reserves the rights to change/ amend / add /delete/ modify this code of conduct in whole or in part, at any time without assigning any reason whatsoever. The Vendors, Contractors and Subcontractors acknowledge that they will not be personally advised of any such change/ amendment / addition /deletion/ modification. The Vendors, Contractors and Subcontractors are advised to check for any such change/ amendment / addition /deletion/ modification regularly. The Vendors, Contractors and Subcontractors hereby unconditionally agree to all such changes / amendments / additions / deletions / modifications.

Acknowledgment by Employee of Vendors, Contractors and Subcontractor.

I _____ accept the Terms & Conditions of this policy.

Date:

Sign: