

The Nagarro Constitution

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The global code of conduct handbook for all employees and contractors of
Nagarro SE



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1. Declaration

- 1.1. I understand that this document describes the common code of conduct that applies to all Nagarro employees and individual contractors (together “Nagarrians”) around the world, whether working from a Nagarro office, or at a client location, or from home, or from anywhere else.
- 1.2. I understand that this document is in addition to other agreements and does not limit any rights created by any other contracts or laws.
- 1.3. Beyond this common code of conduct, other applicable policies and procedures are defined continually by each country’s HR, the leadership of different functional departments, the leadership of different project teams based on client requirements, etc. I agree to stay in compliance with, new/local/updated policies and procedures that apply to me as may be informed to me from time to time.
- 1.4. **Most importantly, I understand and agree that Nagarro and all Nagarrians are expected to comply with all laws and governmental regulations that may apply to us.** We always adhere to legal prohibitions, even if this involves business disadvantages or difficulties for Nagarro or its partners or for us as individuals! Nagarro is especially serious about complying with all labour laws (including laws on child labour, forced labour, minimum pay, and maximum working hours), visa and immigration regulations, data privacy laws, stock market regulation including restrictions on insider trading, tax regulation, money laundering laws, terrorism funding laws and export control regulation in each jurisdiction in which it operates.
- 1.5. If any Nagarro policy conflicts with any local law, for that particular jurisdiction the portion that is in conflict will be interpreted as though with the amendments that would achieve compliance while preserving the original intent to the extent possible, while the remainder of the policy shall remain unaffected. This roughly translates as, “each Nagarro policy will apply to the maximum extent the local laws permit”. Even this clause is subject to local laws, of course!
- 1.6. I understand that breach of any legally valid Nagarro policy may lead to disciplinary and/or legal action depending on the severity of the breach and the potential damages to Nagarro or its affiliates and business partners.
- 1.7. I also agree to bring to the notice of the company (via HRfiles@nagarro.com or via whistleblower@nagarro.com) any observed breach of this code of conduct by any other Nagarrian or by any Nagarro partner. **The failure to report a known violation is in itself a violation.** When reporting a violation, I can choose to stay anonymous and there will be no attempt to find out who I am. Each report will be seriously considered and investigated with visibility to the highest level of the organization. There will be no retaliation of any sort.
- 1.8. I understand and agree that this document does not create any rights to employment with Nagarro.

- 1.9. I acknowledge that I have been given ample time to read this entire document and to seek my own counsel to understand its contents.

2. Sensitive information & non-disclosure

- 2.1. From time to time, I may have concrete information about facts and circumstances not known to the public which, if it were made public, may significantly influence the stock market price of financial instruments related to Nagarro. **I shall strictly protect this inside information from disclosure and shall not buy or sell shares or other financial instruments in Nagarro based on this.**
- 2.2. **I will treat as absolutely secret and never divulge to anyone outside Nagarro or use for my own benefit or for the benefit of any third party any confidential information relating to Nagarro or its affiliates or its clients or other business partners**, except when ordered to do so by a court of law with competent jurisdiction and then only to the extent ordered.
 - 2.2.1. Confidential information may be in written, oral, or other forms and includes, among other things, information about clients, software, processes, know-how, pricing, staffing, mergers, acquisitions, contracts, transactions, proposed transactions, strategies, finances, forecasts, personnel records, compensation records, correspondence, and the like. All information shared with me at Nagarro is deemed confidential unless it has been officially published by the company in the public domain.
 - 2.2.2. On cessation of employment or contract with Nagarro, I shall return all confidential information in my possession or control to the company and shall not retain any copies.
- 2.3. **I agree to take all reasonable precautions to protect confidential information from access and inspection by unauthorized colleagues and other third parties.** These precautions include but are not limited to:
 - 2.3.1. Never sharing any client names or project information with anyone outside the company or on the Internet (e.g., on LinkedIn or Xing).
 - 2.3.2. Never sharing any project code snippets or questions on technical forums that reveal project details.
 - 2.3.3. Never leaving my work-related devices unlocked or confidential papers lying around.
 - 2.3.4. Never opening e-mail attachments from unknown sources, being vigilant against possible phishing attacks, never downloading any software of doubtful provenance on my work devices, not subscribing to dubious chain mails and newsletters.
 - 2.3.5. Shutting down a device and contacting IT immediately if a virus infection is suspected.
 - 2.3.6. Using sufficiently complex passwords (combinations of letters, numbers, and symbols), maintaining the secrecy of passwords, changing each password periodically or whenever there is a chance someone may have discovered it.

- 2.3.7. Following all recommendations of the Nagarro IT policy, including on topics such as applying the latest patches, avoiding putting servers outside the company firewall, etc.
- 2.3.8. Reporting any suspected information security incident immediately to the Security Council at securitycouncil@nagarro.com

3. Personal data & privacy

- 3.1. I am aware that Nagarro eventually intends to follow GDPR guidelines globally as the default way of working. Where exceptions are deliberately made, e.g., to accommodate more restrictive local regulations, these will be tracked.
- 3.2. I understand that under GDPR, a company may collect and process certain elements of personal data for legitimate and legally justifiable business and regulatory reasons or to fulfil contractual obligations towards the person, and for which consent may not be necessary.
- 3.3. If I am involved with the collection or processing of personal data, I will limit the use of personal data to the extent necessary for each requirement. I will take all reasonable precautions that all personal data is adequately protected, and not shared either deliberately or by accident with unauthorized personnel within the company or with third parties or used by anyone for any kind of unauthorized purposes.
- 3.4. I will avoid sharing personal data in email attachments. When I need to share personal data, I shall wherever possible use access controlled, self-destructing shared folders on approved servers.
- 3.5. I understand that devices, email accounts and software systems provided by Nagarro/the client are primarily meant for business information. I will avoid storing any personal information on these that I desire to keep private.
- 3.6. I will not access information stored on devices, email accounts or software systems provided by Nagarro/the client to fellow Nagarrians without either their consent or explicit role-based/situation- based authorization by the central legal team (legal@nagarro.com).

4. Intellectual property ownership and protection

- 4.1. I agree that all work performed in the course of my employment or contract with Nagarro and all work performed by me using any Nagarro resources (including but not limited to offices, devices, software, time, processes, training, and know-how) is exclusively for the benefit of Nagarro. To the extent permissible by law, Nagarro shall own and/or receive all rights including intellectual property and usage rights to such work and may make any use or non-use of, or assignments of rights to, such works without further payment or obligation to me.
- 4.2. Nagarro typically assigns the intellectual property rights generated by the work we do exclusively to the client who is paying for the work. **This Client IP includes every line of code, each email, all types of documents, user stories and product specifications on tools like JIRA, photographs/screenshots, chats, any configuration settings, access**

credentials or passwords, and other pieces of knowledge or assets that we have created or acquired during a client engagement.

- 4.3. Client IP must be stored in official repositories that the client has approved and transported only through approved channels.
- 4.4. **No copies (partial or full) may be created of the Client IP. This includes copies made for self-learning, excerpts put on internet forums for troubleshooting, or hosted in non-official or public repositories.**
- 4.5. **I understand that Client IP is client specific. For example, the code I wrote for one client may not be used for another client without specific permission.** I understand that it is a serious mistake to violate this rule.
- 4.6. I am aware that most clients forbid Nagarro from incorporating third-party IP in our deliverables without the prior permission of the client.

5. Conflicts of interest

- 5.1. A “conflict of interest” is a situation in which a person is in a position to derive direct or indirect personal benefit from actions or decisions made in their official capacity. **I shall avoid any conflicts of interest.** I will make business decisions exclusively in the best interest of Nagarro.
- 5.2. **I will openly and transparently disclose to my operating superior (Operating Guide in Nagarro parlance) and simultaneously to conflictsregister@nagarro.com all actual or potential conflicts of interest, especially personal or business relationships with candidates for recruitment, suppliers, customers, other business partners, or partners in corporate citizenship activities.**
- 5.3. In any case, I will not be involved in or seek to influence the hiring, engagement, appraisal, or compensation-setting of “very closely related persons”, which group comprises my spouse, siblings, children, parents, people with whom I have or have had a romantic relationship, or those living in the same household as me, nor shall I be involved in Nagarro’s dealings with entities where any of them owns a substantial stake or exercises significant control.
- 5.4. I understand that Nagarro expressly forbids Nagarrians from colluding among themselves to circumvent conflict of interest rules through “you scratch my back, I’ll scratch yours” arrangements.
- 5.5. Nagarro discourages Nagarrians from freelancing for direct or indirect profit. It is expected that each Nagarrian already has enough work and excitement and satisfaction across his/her job at Nagarro and personal life!
 - 5.5.1. In any case, I will engage in no such freelancing or other external activity that relates to or competes with products or services that Nagarro provides to its clients, or with products or services that its clients or partners provide. These rules out most services related to software development.

- 5.5.2. Further, I will not knowingly own more than a 5% stake in any business that competes with Nagarro in any form.

6. Non-compete & non-solicitation.

- 6.1 I acknowledge that in my employment at Nagarro, I might be exposed to a significant amount of confidential information that might be retained in my memory and that the need to protect Nagarro's exclusive rights to such confidential information justifies some restriction on my activities after termination of employment.
- 6.1.1. **If I cease to be an employee or contractor of Nagarro, I shall not for a period of one year from the date of such cessation provide, directly or indirectly, services to any client I interacted with or provided services to on behalf of Nagarro.**
(Nagarro is aware that this restriction is invalid in certain jurisdictions – see clause 1.5.)
- 6.1.2. **For a period of one year from the date of such cessation, I shall not attempt to directly or indirectly solicit, divert, or initiate any contact for any commercial reason with any client, contractor, or employee of Nagarro with whom I had dealings while I was engaged with Nagarro.** In particular, during this period I shall not cause or attempt to cause any employee of Nagarro with whom I had dealings while at Nagarro to terminate his/her employment relationship with Nagarro for the purposes of entering any employment or other relationship with me or with any other business, firm, or entity. (Nagarro is aware that this restriction is invalid in certain jurisdictions – see clause 1.5.)

7. Discrimination & harassment

- 7.1. **I understand that Nagarro is an equal opportunity company.** I shall not discriminate against any person on the basis of ethnicity, gender, marital status, pregnancy status, religious belief, sexual orientation, transgender identity or expression, age, world view, medical condition, disability, union affiliation or military veteran status.
- 7.1.1. Non-essential and non-justifiable requirements or conditions may not be added to any job description for hiring or for project staffing to disproportionately exclude any particular group. This includes conditions expressed verbally.
- 7.1.2. In particular, no woman may be released from a project out of turn as a result of knowing she is pregnant.
- 7.1.3. No individual will be given less favourable treatment than others in the same circumstances merely because he or she has made or supported allegations or complaints of discrimination.
- 7.2. **I am aware that Nagarro is extremely strict regarding sexual harassment,** defined as unwelcome sexual advances, visual, verbal, or physical conduct of a sexual nature.

- 7.2.1. Complaints of sexual harassment can be reported to sexualharassment@nagarro.com or whistleblower@nagarro.com. These will be investigated discreetly and promptly by a committee including senior Nagarro leaders.
 - 7.2.2. Anyone found guilty of sexual harassment shall be subject to severe disciplinary action. However, given the serious repercussions of sexual harassment allegations, the company reserves the right to also take appropriate lawful disciplinary action against anyone who makes a demonstrably false or mischievous claim of sexual harassment.
- 7.3. **I am aware that no form of verbal, written or physical abuse or hostile behaviour or public humiliation is tolerated at Nagarro**, whether by local colleagues, colleagues in other regions, or external parties we do business with. I will report all such incidents to HRfiles@nagarro.com or whistleblower@nagarro.com. I will demonstrate courtesy, respect, and professionalism in all my interactions with other people.

8. Unfair competition & corruption

- 8.1. **I understand that Nagarro is committed to honest and fair competition, even if that means forgoing a contract or failing to meet internal goals.** We have zero tolerance towards any form of corruption or cartel agreements.
- 8.2. I will not compromise Nagarro by making it a party to any scheme that involves corruption or cartel agreements, whether it is for my benefit or for the intended benefit of the company or any of its employees or its customers or its suppliers or any other person. I will not give expensive personal gifts or rewards or bribes for work done in an official capacity to anyone, and I will similarly not accept any such personal gifts or rewards or bribes from anyone. I will not be complicit in schemes to avoid the payment of taxes or for money laundering.
- 8.3. **I understand that if I/Nagarro give someone gifts, or pay for their drinks or meals, or invite them to paid events or sightseeing, it may be considered a bribe** if these appear to influence the recipient to act favourably to Nagarro in an unfair manner. Occasional gifts or promotional items that are of low value (e.g., below EUR 25), and invitations to middle-class restaurants, are usually considered socially acceptable. When the recipient is a public official, even these may be avoided.
- 8.4. In this context, I will report all suspicious transactions, especially unusual transactions involving cash that may signify corruption or money laundering, to whistleblower@nagarro.com.

9. Care for company image & resources

- 9.1. Whether at the workplace or while representing Nagarro elsewhere, I will conduct myself in a manner that does not damage the reputation of the company or hurt its business.
 - 9.1.1. Only senior management and designated colleagues are allowed to communicate to the press or on social media on behalf of the company.

- 9.1.2. Nagarro respects the right to free speech and the protection of personal rights and privacy. However, if I wish to express any charged, controversial, and divisive personal opinion, I will take care to de-link it from my function/work in the company.
 - 9.1.3. I will not involve Nagarro in making any financial contributions to political parties in any country, organizations related or similar to parties, individual office incumbents or candidates for political offices.
 - 9.1.4. I will not involve Nagarro in any political lobbying except in an open, transparent, and fair way through major industry associations.
- 9.2. I will not use the working hours or the company's or client's property or funds for purposes other than my work for Nagarro. A device allocated to me may be used for personal communication and storage as long as this use does not contravene any project or client restrictions and creates no vulnerability or liability of any nature for Nagarro. In any case, **I may not use Nagarro or client resources for political, religious, obscene, offensive, malicious, illegal, or unauthorized commercial purposes.** Nagarro and the client reserves the right to monitor and actively constrain the use of its resources allocated to me.
- 9.3. I will only use my Nagarro or client email account for Nagarro's business. I will not use the name of the company or the name of any of its clients for personal profit.
- 9.4. I will make sure all the company's internal and external records, reports, and documents I am responsible for are truthful to the best of my knowledge.
- 9.5. I will take all reasonable steps to safeguard Nagarro's property from damage, loss, theft, and misuse. I am aware that damage to company property caused wilfully or through my gross negligence may be charged back to me.
- 9.6. When representing Nagarro in the drafting, negotiation, or execution of contracts with employees or third parties, I will take care not to burden it with unusual or unnecessary commitments and liabilities.
- 9.7. When on a business trip, I shall comply with the Travel Policy and remain mindful of the time and cost incurred. I am aware that any extra spend over what the Travel Policy allows may be charged back to me.
- 9.8. Nagarro may sometimes have to decide on which person to make certain investments, for example, for major training or for immigrant visas. Subject to applicable law, Nagarro may request a special undertaking by me as a condition to making these investments on me.
- 9.9. Only designated people have the authority to sign for the company or to commit the company to any expenditure or liability. This list will be maintained centrally and kept up to date.
- 9.10. **In order to balance the need for agility in the company with the need for transparency and certitude, I will follow and promote the “4-eyes principle” (“Two-Together principle” in Nagarro parlance) for all major business decisions. That is, I will make sure to receive and record the approval of another Nagarrian of equal or senior designation (as per the Nagarro Organization System, not necessarily in the same legal entity) for any major decision.**

- 9.10.1. In this context, a major business decision can be taken to be one that will incur a cost to Nagarro or its affiliates or partners of more than 10% of my annual compensation (increased to 75% of my annual compensation for hiring decisions) or has a significant likelihood to create an equivalent amount of liability for Nagarro. A group of closely related or similar decisions that add up to this amount would also each be considered a major decision.
- 9.10.2. I am now aware that I can record major decisions and the participants in that discussion by sending an email with the facts to twotogether@nagarro.com and copying the participants.
- 9.11. All client contracts involving the setting of prices or potentially giving rise to liabilities for Nagarro must be sent to the central legal team at legal@nagarro.com or in a designated system for approval before signing.

10. Mission, vision, core values & org design



- 10.1. I will take the time to understand and appreciate the company's Mission Statement and Vision Statement, I will be guided by its Core Values, and I will act in accordance with its explicit Organizational Design.
- 10.2. Nagarro's Mission Statement is "To make distance and difference irrelevant between intelligent people". This indicates that people who are intelligent will use trust and understanding to bridge the distance between themselves. I will do my bit to have this happen routinely and effectively – within the company and with external partners.
- 10.3. Nagarro's Vision Statement is "To be a global giant-killer tech services company (a household name that will outlive us) that is distinguished by its superior technical wizardry, innovation, quality, customer-centricity and, in particular, agility." We want to be a 10 billion-dollar company that is also the epitome of a true modern, 21st century organization.
- 10.4. Nagarro's core values are summed up in one word: "**CARING**".

CARING:

This denotes a humanistic, human-first way of thinking and nurturing, whether internally, or with our clients, or with society in general. It also implies an emphasis on ethics.

C is for Client-centric:

We think breakthroughs for our clients. We start with the client's strategic goals and apply tech to achieving them. We never forget that the client's business pays our bills. We do not subscribe to a perpetually defensive way of working with clients. Instead, we want to work with them in a positive partnership. When a project has an issue, we do not reflexively point fingers at the client. In a project crisis, we fix problems first and negotiate financials later.

A is for Agile:

We are responsive, we move fast. We like PoCs, hackathons and MVPs. Agile does not mean absence of process. We trust process, but we prefer crisp, analytics-driven, automated processes. Within the constraints of law and individual contracts, Nagarro reserves the right to vary the work, the location of work or the working hours to demonstrate agility to our clients.

R is for Responsible:

We do not act as guests in Nagarro, we act as though we are responsible for it. We do not complain, we help fix. We own the outcomes of the work we are doing, and we also own our dependencies. When something fails, we introspect, we look for what we should have done better. When we are planning to take time off, we inform our colleagues as far as possible in advance and share our contact information for emergencies. We keep the company updated about our skills and experience via the tools the company provides for the purpose.

I is for Intelligent:

Intelligent is Latin for “inter” and “ligare”, or “between” and “links”. The ideal Nagarrian has what we call “Bridge-shaped skills” – deep skills and expertise in a few select areas but also an ability to link and engage with diverse topics. (Which makes it also an “I for Interesting”.) We dive into technical problems with enthusiasm and confidence. We ask probing questions (like “Why would you say that? What does it mean exactly? What can we do with it?”). We enjoy problem-solving.

N is for Non-hierarchical:

For us, data wins arguments, not designations. We eschew unnecessary signs of hierarchy, while recognizing that some roles have greater scope or power than others. We do not use “sir” or “madam” for seniors. We do not reserve special offices or parking spaces for senior designations. Senior people can use common meeting rooms when they need privacy.

G is for Global:

We are not a “front-end, back-end” company. On each project, we work as a global team. We know that remote working requires trust and understanding. We are watchful for misunderstandings caused by distance. We are interculturally elastic and deliberately amorphous. We are not a US/German/Indian/whatever company – we are global. We constantly de-emphasize the importance of the various legal entities and emphasize the importance of Nagarro as a whole. We are open-minded, not territorial. Nagarro has no headquarters. True to our mission “to make distance and difference irrelevant between intelligent people”, we have offices in 30+ countries and over 15 nationalities in senior management. This diversity stands in contrast with that of most peers.

- 10.5. I understand that the Nagarro Organizational Design is a virtual layer of teams and processes that cuts across the numerous Nagarro legal entities. **All of us, and especially officers of the legal entities, will support and promote this Nagarro Organizational Design.** The

most important entities in the virtual Nagarro Organizational Design are its Global Business Units, Global Centres of Excellence, Sales and Marketing Geos (not necessary at country level), Service Locations (each linked to a city in which we operate), and Global Shared Services departments (with nodes at legal entity/country/regional level depending on the department). The rules of interaction between these are carefully designed to balance our various competing requirements. The Nagarro Organizational Design is not just background infrastructure, it is a significant part of our competitive edge.

- 10.6. We are out to build “One Nagarro”. I will put the interests of the company over the interests of my department or function or cohort.**

11. Special responsibility of management

- 11.1. The senior management, including the management of the individual companies, shall ensure compliance to Nagarro’s policies and work towards the necessary alignment and harmonization of processes and structures.
- 11.2. In their special capacity as role models, senior management has a particular responsibility to ensure that their actions measure up to the code of conduct. They are the first point of contact for questions on understanding the rules and must ensure that all employees know and understand the code of conduct. They shall prevent unacceptable conduct as part of their management duties and take suitable measures to avoid infringements of rules in their area of responsibility.