



# Global Code of Conduct

## Confidentiality

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# Policy

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## **Code of Conduct at ValueMomentum**

### **1. Introduction:**

At the heart of our purpose is a desire to improve not just our client's business, but how we conduct as a leader in the industry. One way we distinguish ourselves in the market is by maintaining high standards of integrity. Our reputation and our success depend on it – but it is more than that. When at work, in a development center, on-site with our clients, in our corporate office, or at our events, our code of conduct is core to who we are.

This new Code of Business Conduct has been created to help you ensure that everything you do at ValueMomentum is in accordance with our standards of integrity. The principles of this Code and ethics and compliance program are managed by HR but everyone is responsible for maintaining a culture of integrity at ValueMomentum.

This code applies to all regular associates, part-time associates, interns, consultants, and contractors in all circumstances.

The Code identifies the laws, compliances, and policies that ValueMomentum expects its associates to follow but it is only a starting point. You will find references to applicable policies throughout the Code that also contain valuable guidance. These policies are available to associates on VIKI, our Intranet portal. The Code is effective immediately and may be modified, revised, or amended with or without prior notice of cause at any time. The Code of Conduct does not constitute a contract or guarantee of employment for any period or create any specific employment rights.

All associates are expected to read, understand, and comply with the Code and acknowledge their commitment by acknowledging the same. Always be guided by the Code, policies, the law and sound commonsense with regards to “doing the right thing”, and report any and all suspected violations of our Code without any fear of retaliation.

### **2. Objective:**

The objective of ValueMomentum's Code of Conduct is to provide a comprehensive framework for ethical conduct and compliance with legal and regulatory requirements. This document serves as a guide to associates, outlining the company's core values and expectations regarding behavior in various aspects of business operations. By adhering to this code, associates are empowered to uphold the highest standards of integrity, respect,

and responsibility in their interactions with colleagues, customers, vendors, and the community at large.

### 3. **Values:**

**How we do our work defines us:** "Deliver Value, Drive Momentum" is our vision and the basis of our brand promise. Four simple words that describe our unique approach of working with our partners to improve business of our customers and improve the community where we work and live. In our relationship with our customers, stakeholders, and associates, we are guided by our values while making business commitments and taking actions which are guided by:

**Integrity:** We believe in conducting all our business practices with the highest level of integrity, treating every stakeholder with respect and fairness.

**Customer First:** We put our customers at the center of everything that we do. Our focus is on delivering solutions that address our customers' needs.

**Team Wins, Associate Wins:** We cultivate a positive workplace culture that fosters a sense of fun, fellowship, and pride among our associates. We believe that every team member's success contributes to the company's overall success.

**Responsibility to Society:** At ValueMomentum, we believe that our actions impact the world around us and, based on that understanding, making the deliberate choice to take actions to improve our community and the lives of those around us. Social responsibility is one of our core values, and is at the heart of our commitment to serve communities beyond work for the greater good of society.

### 4. **Compliance is Everyone's Responsibility:**

The Code of Business Conduct provides guidance on complying with the law and how ValueMomentum intends to conduct business in an ethical manner. Failure to comply puts the company and the associate at risk of legal and criminal liability. Therefore, complying with the Code is mandatory.

#### a. **Preventing Legal Risk**

Ethical and lawful business conduct is critical to ValueMomentum's business. The policies and standards in the Code are mandated because of the legal regulator requirement that ValueMomentum is required to follow. Violations of law create



significant risk and exposure to liability for ValueMomentum, its Directors, officers, and associates. ValueMomentum may face significant financial penalties and associates who violate the law may face personal liability. For matters involving violations of criminal law, a conviction can mean heavy fines and imprisonment.

**b. Speaking Up:**

Associates are required to speak up if they are aware of a violation of the law or Code. If you are not sure whether a violation of law or the code has occurred, speak up and raise your concern to your manager or HR. Each associate has an ethical responsibility to comply with the Code and enforce the Code. Preventing violations of criminal or civil claims can preserve the integrity of our company and result in significant saving of effort, time, and financial resources.

**c. Investigations**

ValueMomentum will conduct investigations in an objective and precise manner and maintain complete confidentiality under all circumstances. All parties involved will be treated with respect. All associates are expected to cooperate in any internal or external investigations of violations. All associates must be truthful, transparent, and fully cooperative with such investigations. Reprisal, threat, retribution, or retaliation against any person who has in good faith reported a violation or a suspected violation of law or Code, or who cooperates in the conduct of investigations of the Code or other policies is prohibited. It is, however, unacceptable, and improper to file a false complaint, which will lead to further disciplinary action.

**d. Reporting Concerns**

All actual, potential, or questionable violations of law, Code or other policies or procedures should be reported to at least one of the following resources:

- i. Your direct line manager or any manager in your business unit or functional area
- ii. Your HR PoC or anyone in the HR Department

**e. No Retaliation-**

ValueMomentum does not tolerate retaliation against any associate who in good faith reports suspected unethical conduct or violation of laws, rules, regulations, or company policies. If you believe that your honest reporting of a concern has subjected you to retaliatory action, contact your HR.

## 5. Associates Workplace & Environment

### Definitions:

#### a. Associates:

“Associates” includes ValueMomentum Associates and others who are engaged to provide services on behalf of ValueMomentum (such as temporary associates, consultants, independent contractors)

#### b. Workplace:

A workplace is defined as “any place visited by the associate arising out of or during the course of employment, including transportation provided by the employer for undertaking such a journey.” Associates are to follow the Code while on ValueMomentum’s or customer’s premises, attending ValueMomentum functions or otherwise performing any work-related activities including work from home, working at a customer location or off-site location, at tradeshows, seminars, workshops, off-site events, gathering or in commute or travel status.

#### c. Respect

Respect at the workplace is foundational to fostering a positive and productive environment where all individuals feel valued and supported. At ValueMomentum, we promote mutual respect, professionalism, and dignity among all stakeholders including and not limited to associates, customers, partners, vendors, contractors and support staff. This includes treating each other with courtesy, listening actively, and valuing diverse perspectives. Discrimination, harassment, bullying, or any form of disrespectful behavior based on race, ethnicity, gender, sexual orientation, age, disability, religion, or other protected characteristics is strictly prohibited.

#### d. Working Collaboratively

All associates are expected to uphold our Values and culture by working together in a spirit of mutual respect and cooperation to achieve both customer and company objectives. This collaborative approach fosters innovation, creativity, and productivity, ensuring that we deliver the highest level of service and value to our customers. By actively sharing knowledge, skills, and resources, we strengthen our team and enhance our collective ability to overcome challenges and seize opportunities. Furthermore, working collaboratively cultivates a supportive and inclusive environment where every voice is heard, ideas are valued, and contributions are recognized. Through effective collaboration, we strive to achieve excellence in all aspects of our work, driving sustainable growth and success for ValueMomentum and its stakeholders.

#### e. Leading by example

All ValueMomentum managers and leaders are expected to act professionally and ethically and to function as role models for others in the Company. ValueMomentum's senior Management must constantly reinforce through their actions the professionalism and ethical behavior required of all ValueMomentum associates to uphold our stated beliefs and core values.

#### f. Professional Behaviour

It is expected that associates conduct themselves with the dignity and decorum always befitting a professional. Any form of excessive solicitation or unwanted advances towards a colleague or client is strictly prohibited and may result in disciplinary action. Furthermore, associates are encouraged to maintain open and respectful communication channels, fostering a supportive and inclusive work environment conducive to collaboration and mutual respect.

By adhering to these standards of professional behavior, ValueMomentum associates contribute to a positive workplace culture that promotes integrity, trust, and excellence in all interactions.

#### g. Transparency

All associates shall ensure that their actions are transparent, which means that we work in such a way that it is easy for others to see what actions we perform and that we act with honesty, open communication, and accountability.

#### h. Dress code

While we recognize and respect that dress is a personal choice, we do want associates to understand that in the workplace, our choices need to reflect our commitment to the ValueMomentum Code of Conduct, and our commitment to one another and our customers. Associates can wear appropriate dress as suggested in the policy (smart business casuals/ Formals through the week). In the event of scheduled client visits, project managers may wish to consider more formal business attire.

#### i. Human rights, Modern Slavery and Forced or Child Labour

ValueMomentum is committed to protecting human rights and providing equal opportunity for all associates. ValueMomentum prohibits all forms of modern slavery including human trafficking, forced or compulsory labour, including situations where children are subjected to slavery or similar practices or engaged in hazardous work in its company, business operations, and supply chain. ValueMomentum will not employ children at the workplace and will not use forced labour in any form. We will not require associates to turn over their personal documents to ValueMomentum or require



associates to make payments to us or anyone else to secure or maintain employment with us or to collaborate with us or with a third party

#### j. Privacy

All associates have the right to privacy and are expected to respect the privacy of everyone with whom they work. If personal information is required, it shall be acquired and managed strictly in accordance with ValueMomentum's Data Privacy policy and Associate Data Privacy Policy

#### k. Data Privacy

ValueMomentum is committed to protecting its associates' personal data in compliance with all applicable data protection laws. Associates would be informed of the purpose for which we process personal data, and the retention periods applicable to the personal data that ValueMomentum holds.

#### I. Equal Employment Opportunity & Anti-Discrimination

ValueMomentum is an Equal-Opportunity employer. ValueMomentum does not discriminate against associates, associates or candidates for employment based on age, race, color, religion, creed, gender (including pregnancy), marital status, disability, national or ethnic origin, citizen status, social origin including caste, gender identity or expression, sexual orientation, protected genetic information, or other characteristics protected by law. Associates who believe that they have been subjected to discrimination or are aware of actual discrimination should report their concern (as mentioned in 3 (d) earlier – Reporting Concern).

#### m. Safe Work Environment

ValueMomentum is committed to a safe and healthy workplace for our associates in all locations. Each associate is also responsible for maintaining a safe workplace by following safety and health rules and practices. ValueMomentum encourages all associates to treat each other professionally. Acts of violence will not be tolerated. Any instances of violence must be reported to the associate's supervisor and/or the Human Resources Department. All complaints will be investigated.

The possession and/or use of weapons or other instruments that can be used as weapons are prohibited at the workplace, regardless of whether the person is licensed to carry a weapon or not. This policy applies to all individuals on ValueMomentum property, including without limitation associates, independent contractors, visitors, and customers. A weapon can be defined as any instrument that may cause/inFLICT physical harm. If you have a question about whether an item covered by this policy, you have a responsibility to contact your supervisor or the Human Resources Department.

In furtherance of the Company's prohibition on weapons in the workplace policy, from time to time, ValueMomentum may conduct internal investigations pertaining to security. ValueMomentum may search all persons entering office premises (including but not limited to clothing, packages, containers, briefcases, purses, lockers, desks and filing cabinets) for the purpose of determining whether any weapon has been brought onto said premises or property in violation of this policy. Therefore, the associate should have no expectation of privacy. Associates are required to cooperate fully. Violation of this policy will result in disciplinary action, up to and including immediate termination.

#### n. Prohibited Drugs & Substances

ValueMomentum does not tolerate prohibited drugs and substances from being possessed, consumed, used, or distributed at our workplace or in the course of company duties. Further, the associates must report to work free from the influence of any substance that could prevent them from conducting work activities safely and effectively.

These activities constitute serious violations of Company rules, jeopardize the Company and can create situations that are unsafe or that substantially interfere with job performance. Associates in violation of the policy are subject to appropriate disciplinary action, up to and including termination. Additionally, ValueMomentum reserves the right to require an associate to undergo a medical evaluation under appropriate circumstances.

Associates are prohibited from being under the influence of medical or legal recreational marijuana: (i) while on ValueMomentum premises, (ii) while conducting or performing work, regardless of location, (iii) while operating or being responsible for the operation, custody, or care of ValueMomentum equipment or other property, (v) while on call or (v) otherwise during working hours.

ValueMomentum recognizes that associates may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in their impairment. Associates may not work while impaired using legal drugs if the impairment might endanger the associate or someone else, pose a risk of significant damage to ValueMomentum property, or substantially interfere with the associate's job performance. If an associate is so impaired by the appropriate use of legal drugs, they may not report to work. To accommodate the absence, the associate may use sick leave, or vacation time. The associate may also contact their supervisor to determine whether they qualify for an unpaid leave of absence, such as family care or medical leave. Nothing in this policy is intended to diminish our commitment to employ



and accommodate qualified disabled individuals. ValueMomentum will accommodate qualified disabled associates who must take legal drugs because of their disability and who, because of their appropriate use of such drugs, cannot perform the essential functions of their positions adequately or safely, provided that such accommodation does not constitute an undue hardship on the Company.

***o. Harassment & Discrimination:***

ValueMomentum does not tolerate conduct that constitutes harassment or discrimination of any kind toward any person. ValueMomentum strives to, and each associate must strive to, maintain a work environment where all people treat each other with respect and dignity and in a manner that is free from prejudice, harassment, sexual harassment, gender bias and discrimination. Harassment in words or actions that create an intimidating, hostile or offensive work environment is not acceptable under any circumstances. All forms of abusive or coercive conduct, whether physical, verbal or otherwise, are prohibited. Any words or actions that are contrary to this are a serious violation of this code, are subject to disciplinary action up to and including termination of employment.

***p. Transfer, Deputation, International Assignment***

Though the associates have been engaged for a specific position, the company reserves the right to send them on training, deputation, transfer or other assignments to ValueMomentum's other locations or sister companies, associate companies, client's location or third party location in India or abroad. In the event of such assignments, the terms and conditions of the service applicable to the new service will govern their employment. Associates shall, only on request of the company, enter into a direct agreement undertaking with any customer to whom they may be assigned/seconded/deputed accepting restrictions such customers may reasonably require protection of its legitimate interests. As the company spends resources for deputation, associate shall be required to sign an agreement with the company as deemed appropriate.

***q. Statement of facts***

It must be specifically understood that this offer is made based on associate's proficiency on technical/professional skills he/she have declared to possess as per the application, and on the ability to handle any assignments/ job independently anywhere in India or overseas. In case at a later date, any of his/her statements/particulars furnished are found to be false or misleading or his/her performance is not up to the mark or falls short of the minimum standards set by the company, the company shall have the right to terminated associate services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated here in.



r. [Access to Information](#)

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Accesses to these are authorized through access privileges approved by the unit head. Associate should not be accessing information that is not related to his/her project. Refer Information Security Policies and Associate Acceptable Usage Policy for more information.

s. [Authorization](#)

Only those authorized by a specific power of attorney may sign legal documents representing the company.

## 6. [Protecting ValueMomentum's Assets](#)

a. [Use of ValueMomentum Assets](#)

Associates shall use the company's resources only for official purposes. It is the responsibility of all associates to ensure careful, safe, and judicious use of the equipment & other assets allocated to and/or being used by them. All associates shall protect ValueMomentum assets from loss, damage, misuse, or theft. Assets shall not be used for non-business-related purposes and will never be used for illegal or unauthorized purposes.

b. [Acceptable Use Policy](#)

Associates shall use ValueMomentum/Customer data only as required to perform the role and any unauthorized disclosure, use or access that may cause irreparable damage to ValueMomentum or Customer can lead to appropriate disciplinary action. All associates are required to understand and comply with the acceptable use policy regarding ValueMomentum's IT systems, hardware, and software. No unauthorized hardware, software or other technology may be used in violation of ValueMomentum's IT policies, procedures, and this Code.

All information systems, technology, IT equipment, hardware, software, source codes, passwords, secure identity access codes and software, personal identification numbers or other access identifiers shall not be shared with anyone within or outside ValueMomentum.

### c. Proprietary Information

All confidential and proprietary information including intellectual property and confidential and company private information must be protected from unauthorized use or disclosure. Such information also includes details that suppliers and customers have entrusted to us.

### d. Confidential Nature of Work

The confidential nature of our work is essential to maintaining the trust and security of ValueMomentum customers, partners, and stakeholders. As such, all associates are expected to maintain the confidentiality of sensitive information and adhere to the company's policies and procedures regarding confidentiality and data protection.

ValueMomentum's and proprietary business records and business information relating to ValueMomentum, or its customers must be treated accordingly. No ValueMomentum or ValueMomentum -related confidential or proprietary business information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials, including copies thereof (except in the ordinary course of performing duties on behalf of ValueMomentum) may be removed from ValueMomentum premises without permission from ValueMomentum. Additionally, the contents of ValueMomentum's confidential or proprietary business records or business information otherwise obtained regarding ValueMomentum's business activities may not be disclosed to anyone, except where required for a business purpose or where the records or information have previously been disclosed to the public by ValueMomentum. Associates must not disclose any confidential business information, purposefully or inadvertently (through casual conversation), to any unauthorized person inside or outside the Company.

Confidential or proprietary business information includes, for example, ValueMomentum business strategies, pricing, products and services that are being developed, financial performance, results or prospects, and any nonpublic business information provided by a third party with the expectation or contractual agreement that the business information will be kept confidential and used solely for the business purpose for which it was conveyed. Associates who are unsure about the confidential and proprietary nature of specific business information must ask their supervisor for clarification.

Associates are further required to ensure the security and confidentiality of personal information in ValueMomentum's possession or control, including personal information about ValueMomentum's customers or personnel. To this end, confidential information (including personal information) regarding ValueMomentum's customers or personnel

must be held in the strictest confidence. It is to be used solely for ValueMomentum's purposes and not as a basis for personal gain or casual discussion. Except for normal course of work duties, no personal information in ValueMomentum's possession or control is to be transmitted to persons outside the Company, including family and associates, or even others within the Company who do not need to know such information to perform their duties. Disclosing personal information to persons not entitled to such information and/or assisting others in gaining unauthorized access to ValueMomentum's customer records or information are direct violations of this policy, as well as established law.

With respect to associates who have access to ValueMomentum's personnel information (which includes but is not limited to identities, capacities, ranking, salaries, benefits and other compensation and personnel files), these associates are permitted to use the personnel information in connection with their job duties and for other lawful purposes related to their wages, hours and working conditions and are prohibited from disclosing this information during employment and at any time thereafter to unauthorized persons, including competitors and/or to other outsiders as a recruitment source for possibly hiring away ValueMomentum personnel. All associates without access to ValueMomentum's personnel information are prohibited from using or disclosing that information if that information is taken without authorization from confidential Company documents, electronic records or other secret sources.

Associates are required to secure from unauthorized access and public view confidential and proprietary business documents under their control. When such information is discarded, appropriate steps must be taken to ensure proper and complete destruction.

All ValueMomentum proprietary and confidential business documents and information, in hard copy or electronic form, received, accessed, created, or used by associates in connection with their employment at ValueMomentum are and will remain the property of ValueMomentum. Associates are required to return all such confidential and proprietary business information and documents (including all copies) promptly upon the termination of employment, and to certify that no other confidential and proprietary business documents and information, regardless of the form in which any such materials and information are kept, remain in their possession.

Associates will be subject to appropriate disciplinary action, up to and including dismissal, for knowingly or unknowingly revealing information of a confidential and proprietary business nature.

Nothing in this or any ValueMomentum policy or agreement shall be construed to prevent any associate from (i) responding truthfully to a valid subpoena; (ii) reporting to, communicating with, contacting, responding to an inquiry from, cooperating with, providing relevant information to or otherwise participating or assisting in an investigation conducted by: (A) any federal, state or local governmental or regulatory body or official(s) or self-regulatory company regarding a possible violation of any state or federal laws or regulations that has occurred, is occurring or is about to occur, including, but not limited to, the Department of Justice, the Securities and Exchange Commission (the "SEC") and any other equivalent office of a federal or state agency or Inspector General; or (B) the Equal Employment Opportunity Commission, the National Labor Relations Board or any other governmental authority with responsibility for the administration of labor or employment laws regarding a possible violation of such laws. Prior authorization of the Company is not required to make any such reports or disclosures and no associate is required to notify the Company that they have made such reports or disclosures.

Furthermore, pursuant to the Defend Trade Secrets Act of 2016, non-compliance with the disclosure provisions of this or any other Company policy or agreement shall not subject an associate to criminal or civil liability under any federal or state trade secret law for the disclosure of a Company trade secret: (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney in confidence solely for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, provided that any complaint or document containing the trade secret is filed under seal; or (iii) to an attorney representing the associate in a lawsuit for retaliation by the Company for reporting a suspected violation of law or to use the trade secret information in that court proceeding, provided that any document containing the trade secret is filed under seal and the associate does not disclose the trade secret, except pursuant to court order.

#### e. Intellectual Property

All intellectual property rights, including but not limited to patents, copyrights, Designs, Trademarks and semiconductor chips and other service assets developed by you during office time or using company infrastructure, or while performing or discharging official duties shall be the sole and exclusively property of the Company and the same shall be deemed to be "work made for hire". You will execute/sign such documents for the purpose of assigning such intellectual property, as and when required by the company. The Company reserves the right to proceed legally against you and recover damages,



where any such intellectual property is sought to be protected by you independently of the company.

#### f. Communication Security

The communication security is maintained by controlling physical access to computer systems, disabling all workstations floppy disk drives and companywide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, the company may use sophisticated data encryption devices. Associates' work-table and storage space is lockable. Associates shall ensure they are locked when un-attended. Duplicate keys are maintained with security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

#### g. Electronic Resources Usage

It is necessary that associates utilize electronic communication devices in a legal, ethical and appropriate manner. Electronic communication devices are provided to associates for business purposes and to enable associates to perform official responsibilities more efficiently. Associates may be allowed to use electronic communication devices for reasonable personal purposes within the guidelines as outlined in Information Security Guidelines.

Associates must ensure that the content of text, audio or images that they place, send or forward over the internet or intranet are:

- Not inappropriate, obscene or capable of harassing others,
- Not have a racial or sexual slur, political or religious solicitations

Associates must not indulge in any unlawful activities such as:

- Accessing unauthorized resources,
- Hacking,
- Introducing any computer contaminant or computer virus, and
- Committing any other acts that may disrupt use of the electronic resources

Misuse of electronic resources by associates may result in the breach of confidentiality obligations or violation of the Intellectual Property rights relating to ValueMomentum or third parties. Associates must ensure that all proprietary material acquired by use of the electronic resources have been obtained through valid licenses from the suppliers or proprietors. ValueMomentum may monitor and record your use of company equipment and services at any time. However, ValueMomentum does not guarantee any right to



privacy even on personal mails routed through ValueMomentum's IT systems and networks. Refer Information Security Policies and Associate Acceptable Usage Policy for more information.

#### [h. Destroying Papers](#)

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served. Refer Information Security Policies and Associate Acceptable Usage Policy for more information.

#### [i. Use of Company Resources](#)

Associate shall use the company's resources only for official purposes. Refer Information Security Policies and Associate Acceptable Usage Policy for more information.

### **7. Legal & Compliance related:**

All contracts of sale of products and services, including master services agreements, purchase orders or amendments there to, or statement of work related to a master agreement must be reviewed and approved by Compliance team prior to execution and prior to the performance of any work for a customer. All purchases, whether for the performance of customer related or non-product purchases must be made pursuant to the financial and procurement policies of ValueMomentum. Disputes of all kinds, whether customer related, associate related, or third-party matters must be referred to the Compliance, HR, and/or Management for handling.

### **8. Customers:**

#### [a. Fulfilling Customer Commitments](#)

ValueMomentum is committed to providing quality services and products to our customers. ValueMomentum strives to perform services in accordance with the law and contractual commitments, and it holds our vendors to the same standards. ValueMomentum honors all customer requirements when performing services in their facilities or on-site locations to ensure data security and safe work environments.

#### [b. Fair Competition](#)

ValueMomentum will compete for work based on the value we provide to our customers and the benefits of our offerings in terms of cost, quality, and the capabilities of our

associates. ValueMomentum will not compete by disparaging our competition by misusing or misrepresenting data. It would be a violation of this Code to collude with a competitor or to otherwise violate the antitrust and fair competition laws.

## **9. Compliance with Law and Regulations**

### **a. Competitive Information**

ValueMomentum associates must never use any illegal or unethical methods to gather competitive information. Stealing proprietary information, possessing trade secret information that was obtained without the owner's consent or including such disclosures by past or present associates of other companies is prohibited. If information is obtained by mistake that may constitute a trade secret or confidential information of another business or if we have questions about the legality of information gathering, associates should consult the compliance team or the HR team

### **b. Fair Competition**

The antitrust and fair compete agreements and regulations of the US and other countries where ValueMomentum conducts business are designed to promote fair competition, prohibit any anticompetitive agreements, and conduct that unreasonably restraints competition. All associates are required to comply with the antitrust and unfair competition laws of the countries in which we do business. Further, all associates must ensure ValueMomentum's vendors, agents, independent contractors and other third parties are acting on ValueMomentum's behalf comply with antitrust and unfair competition laws as well. Associates must never rig bids, fix prices, allocate customers or markets, or exchange competitively sensitive data (such as price, cost, margins, or volume commitments) with competitors or anyone who can be a potential competitor. Pricing, wage and hiring decisions shall be made unilaterally by ValueMomentum and not discussed with competitors or potential competitors. Associates must not use ValueMomentum's market power, whether for ValueMomentum's or thirdparty's benefit, by refusing to deal, engaging in discriminatory pricing practices, conditioning the sale or provision of a particular product or service with that of another product or service undertaking similar abusive tactics

### **c. Anti-bribery & Corruption**

ValueMomentum will not tolerate bribery, kickbacks, facilitating payments or any other form of improper payment of money. No individual representing ValueMomentum should ever offer to pay or accept bribes, kickbacks or other forms of payments or incentives including those intended to improperly influence any business decisions.

This policy applies to all ValueMomentum associates and agents, consultants, representatives, contractors, subcontractors, or other related entities. Associates shall ensure that all parties who act on behalf of ValueMomentum are approved in accordance with ValueMomentum policies in advance of their taking any action on behalf of ValueMomentum and act only in accordance with this policy.

## 10. Conflict of Interests

All associates have a duty to always act solely in the best interests of ValueMomentum, unaffected by personal interests or relationships. Conflict of interest arises when a personal interest conflicts with interests of ValueMomentum. A conflict may also arise when a person's interests raise a question about whether the person's actions, judgment or decisions can be unbiased under the circumstances in a particular business matter. Both situations must be avoided.

Associates are required to disclose to management any situation that may be or appears to be a conflict of interest. When in doubt, it is best to share and disclose. An independent management review of the situation can then occur before action is taken and the specific decision to be made can be reassigned to another, avoiding conflict, maintaining the transparency, and avoiding a violation of the Code by the associates involved.

Specific areas where conflicts may arise include but not limited to:

Relationships with ValueMomentum's business partners or competitors

Relationships with prospective or existing customers, competitors, suppliers, contractors, or government regulators

### a. Outside Employment

Associates may not work for or receive payment for services from any competitor, customer, or supplier of ValueMomentum or in a similar line of business as ValueMomentum without the approval of Management. Any outside activity must be strictly separated from ValueMomentum employment and should not affect the job performance at ValueMomentum.

### b. Family members & close personal relationship

We encourage our associates to refer their friends and family. However, it is imperative that all associates declare any and all details about the direct relations working in the Company to ensure there is no direct line of influence in operations. Upon being



informed or learning of the existence of such a relationship, ValueMomentum may take all steps that it, in its discretion, considers appropriate. At a minimum, the associate and supervisor will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the supervisor must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any associate with whom the supervisor has or has had such a relationship.

## 11. Gifts & Entertainment Policy

### a. Gifts to associates

Associates shall not accept anything that might make it appear that their judgment would be compromised. Under no circumstances shall an associate accept cash, a personal gift or anything of value. An item of nominal value such as small promotional items or food and beverages provided in a business setting or business-related function are acceptable. In rare situations, it would be impractical to refuse a return gift. If this happens, you must discuss the situation with management, who will confer with compliance team to decide whether to accept any such gift and how it is to be dispositioned. Gifts may not always be physical, they may also be services, favors or other items of value.

### b. Gifts given by ValueMomentum

Each associate is responsible for conferring with their respective managers and obtaining prior approval before giving a gift. On occasion where there may be a situation to give away gifts, ValueMomentum's gifts must be legal, of reasonable value, and approved by the management or functional head. Gift giving and receiving are regulated differently depending on the country, region, business, industry, and the nature of the customer involved.

## 12. ValueMomentum in the Community

### a. Freedom of association

We understand that associates may be interested in joining other voluntary company's or becoming involved in civic or public affairs in their personal capacities, provided such activities do not create an actual or potential conflict with the interests of ValueMomentum

**b. Political activity & Religious Affiliation**

Associates can participate in the political process on their own time and with their own finances. Associates may not present their views as representing the views of ValueMomentum. ValueMomentum assets must not be used for political purposes and there should never be an implication or representation that there is any financial or political contribution made involving ValueMomentum. Associates must not be requested or coerced into supporting or contributing to any political activity or process by any other associate.

Refrain from engaging in political or religious discussions that could potentially create division or discomfort among colleagues. While personal beliefs are respected, avoid promoting political or religious affiliations in a manner that could be interpreted as representing the ValueMomentum's official stance. Ensure that political or religious activities do not disrupt workflow or create a hostile work environment for others. Exercise discretion when discussing political or religious topics on personal social media accounts. Indicate that personal views expressed are not reflective of the ValueMomentum's views.

**13. Code Administration**

**a. Order of precedence & application of local laws**

This document provides guidance for all associates. All associates must comply with this Code and ValueMomentum's policies as well as the laws of each jurisdiction where ValueMomentum has business

**b. Applicable law and local law**

In the event that the Code contains a policy or standard that is less restrictive than an applicable local law or regulation, the local law or regulation takes precedence and shall be applicable to the relevant situation

**c. Interpretation of the code**

Interpretation of the Code is the responsibility of the HR and any questions, its meaning and application should be directed to the Head of the HR

**14. Use of Social Media:**

Employees are strictly prohibited from posting any content, comments, or information regarding the company, its operations, clients, or employees on any social media



platforms. This includes, but is not limited to, posts, comments, shares, or any form of engagement that could potentially disclose sensitive information, violate confidentiality agreements, or harm the company's reputation. Violation of this policy may result in disciplinary action, up to and including termination of employment. Only designated spokespersons or departments may interact with regulators, the press, and media. Employees should not engage in any interaction or information sharing with regulators, media, or other parties; instead, direct them to the designated spokespersons or departments.

**15. Grievance:****a. Receipt of Grievance:**

[reportgrievance@valuemomentum.com](mailto:reportgrievance@valuemomentum.com)

**b. Documentation:**

The grievance reported is documented comprehensively, including:

**i. Details:**

Nature of grievance (e.g., harassment, discrimination, work conditions)

**ii. Date & time**

iii. individuals involved, witnesses (if any), and

iv. any supporting evidence or documentation provided by the grievant.

**c. Initial Assessment:****i. Designated Personnel:**

Head of HR for respective region.

**ii. Confidentiality:**

We maintain strict confidentiality throughout the process to protect the privacy of the grievant and other involved parties.

**iii. Acknowledgment:**

We ensure an acknowledgment of receipt to the grievant within 72 business hours of the receipt of the grievance.

**d. Investigation and Fact-Finding:**

We at ValueMomentum conduct a fair and impartial investigation to gather relevant facts and evidence. Towards this, we

**i. Interview the grievant to understand their perspective and gather details.**

**ii. Interview witnesses and individuals involved in the grievance to gather additional information.**

**iii. Review any relevant documents, emails, or records pertinent to the grievance.**

**iv. Timeframe:** Aim to complete the investigation within a reasonable timeframe, considering the complexity and severity of the grievance.



**e. Resolution:**

Based on the findings from the investigation, determine appropriate resolution options which may include but are not limited to

- i. Mediation: Facilitate discussions between parties to resolve issues amicably.
- ii. Corrective Actions: Implement necessary corrective actions such as:
  1. Training or counseling for individuals involved.
  2. Policy changes or improvements to prevent future grievances.
  3. Adjustments to work assignments or conditions if warranted.

**f. Closure:**

- i. Documentation:

Document the entire grievance redressal process comprehensively:

1. Record the findings from the investigation, actions taken, and the final resolution.
2. Keep detailed records for future reference, compliance purposes, and potential audits.

- ii. Follow-Up:

Conduct follow-up checks with the grievant to confirm that the resolution has been effective and satisfactory:

1. Address any additional concerns or issues that may arise post-resolution.
2. Monitor the situation to prevent recurrence of similar grievances.

**16. Amendment:**

This code of conduct may be amended from time to time by the company's management to ensure relevance and effectiveness. Amendments will be communicated to all employees through official channels, and employees are expected to familiarize themselves with the updated policies.

**Acknowledgment of the Code of Conduct**

I have received and read the ValueMomentum Code of Conduct. I understand the standards and policies contained in the Code and understand that there may be additional policies or laws specific to my job and/or the location of my assignment. I acknowledge that as an associate of ValueMomentum, I am required to comply with the guidelines described therein and failure to do so may subject to action as per terms and conditions of my employment and relevant company policies.