



Vendor Code of Conduct

August 2026



Vendor Code of Conduct

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Background

Persistent (“Persistent” or “Company” means Persistent Systems Limited and its affiliate entities, and direct and indirect subsidiaries) firmly believes in conducting its affairs with the highest level of integrity and fairness. Persistent respects and strives hard to meet the objectives of commitments and social responsibility in all dealings with stakeholders, regulatory authorities, and suppliers.

This Persistent Vendor Code of Conduct (“Code”) is applicable to vendors, their personnel, agents, representatives and subcontractors who sell, or seek to sell any goods or products, or provide or seek to provide any services to Persistent, or any consultants who Persistent may engage or engaged (collectively referred as “Persistent Vendors”).

It is Persistent’s intent to select and retain only those vendors, and engage only their personnel, agents, representatives and subcontractors, who share and embrace the letter and spirit of Persistent’s commitment to integrity and fairness. We recognize that Persistent Vendors are independent entities; however, the conduct of Persistent Vendors may impact and/or reflect upon Persistent. For this reason, Persistent expects that all Persistent Vendors shall adhere to the Code while they are conducting business with and/or on behalf of Persistent. Persistent Vendors agrees that Persistent has the right to amend or modify the Code at its own discretion without any notice to Persistent Vendors.

Legal and Regulatory Compliance Practice

All Persistent Vendors shall conduct their business activities in full compliance with the applicable laws and regulations including but not limited to data protection laws of their respective and relevant countries and applicable to the services provided to Persistent, where the place of business conducted/services provided and/or where the place Agreement is entered upon and executed, and in respect of their transactions while conducting business with and/or on behalf of Persistent including but not limited to;

- Comply with all applicable trade control and applicable laws including but not limited to all export, re-export and import requirements.
- Ensure compliance with all relevant environmental laws and regulations concerning hazardous materials, air emissions, waste, and wastewater discharges, including their manufacture, transportation, storage, disposal, and release into the environment. This should encompass carbon reduction targets to mitigate climate change impacts and adherence to circular economy principles in product design, manufacturing, recycling/disposal, and waste management, where applicable. Persistent Vendors are encouraged to develop and employ environmentally friendly technologies and practices, aiming to reduce negative environmental impacts across their supply chain. Furthermore, Persistent Vendors must obtain and maintain all necessary environmental permits and registrations required for their business operations.
- Comply with the anti-corruption laws of the countries in which they do business and not make any direct or indirect payments or promises of payments, bribe, kickback, any incentive, fringe benefits or gifts to anyone (including Persistent's personnel or any officials) for the purpose of inducing the individual to misuse his/her position.
- Act honestly, and fair in discussions with regulatory agency representatives and government officials and in all of their business transactions.
- In the event the legal and compliance requirements of the Code are more stringent than the requirements of applicable laws of a particular country or to certain services provided by Persistent Vendors, the principles defined within this Code shall be complied by Persistent Vendors while providing services to Persistent.
- In event of conflict between Code and local laws requirements, the local laws requirement shall prevail to the extent of such conflict.

We are committed to preventing modern slavery and/or human trafficking and all its activities within our business and its supply chain(s). All Persistent Vendors shall have appropriate policies and necessary control measures in accordance with best industry practices to mitigate any and all risk of modern slavery and/or human trafficking. All Persistent Vendors shall ensure that such policies are easily accessible to their staff, personnel.

Business Practices

All Persistent Vendors shall conduct their business interactions and activities with integrity and in accordance with their obligations under agreements with the Persistent. It is essential that all Persistent Vendors understand and uphold the requirements of the Persistent for acceptable business conduct while doing business with Persistent. In addition to any specific obligations under each Vendor's agreement(s) with the Persistent, all Persistent Vendors shall, without limitation.

- Honestly and accurately record and report all business information.
- Create and maintain all business records in full compliance with (i) applicable legal and regulatory requirements, (ii) this Code, and (iii) agreement signed with Persistent, and make those available to Persistent for compliance check purpose.

- Protect and prudently use both the physical and intellectual assets of Persistent, and its customers including property, supplies, consumables, and equipment, when authorized by Persistent to use such assets.
- Conduct business in a professional manner at all times while on Persistent's and/ or its customer's property or while conducting business.
- Refrain from offering, giving, or providing directly or indirectly, gifts unless such gifts and/or entertainment (i) have nominal economic value, and (ii) carry an advertising message directly related to promotion of Vendor's products. In no event shall Vendor or its Representatives offer a bribe, kickback, or any other incentive to a Persistent's and/or its vendor's and customer's employee/s.
- Shall not knowingly deal with Persistent where actual or likely clash of interests may arise. This includes situations where a Persistent employee or director may have an interest of any kind in Persistent Vendor's business, whether through personal relationships, investments, directorships or any kind of economic ties with the Vendor or vice versa. Persistent Vendors shall promptly disclose any such situation to Persistent.
- Comply with the applicable policies of Persistent to the extent expected as a part of its dealings with or through Persistent (including but not limited to compliance of e-security and confidentiality obligations).
- Shall not take unfair advantage of anyone through manipulation, concealment, abuse of confidential, proprietary or trade secret information, misrepresentation of material facts, or any other unfair dealing-practices.
- Quality and product responsibility- Persistent Vendors must ensure that the quality of product/service delivered shall be in-line with all the contractual terms and conditions.
- Confidentiality- Persistent Vendors must ensure that confidential or proprietary information about Persistent, clients, employees or other parties, which has been gained through employment or affiliation with Persistent, is not used for personal or professional advantage. The confidential information also extends to any employee data, personal data or third-party information as shared by Persistent.
- Data privacy- Persistent Vendors shall comply with all obligations under applicable data protection laws and contractual requirements, and ensure adequate measures are implemented to address technical and organizational security measures, data access rights, transfer of data and retention of data, while processing personal data owned, controlled and managed by Persistent. Persistent Vendors are expected to fully cooperate with Persistent and provide them with reasonable access to data processing facility, for conducting investigations into the reported data breach incident.
- Information Security- Persistent Vendors will be responsible for agreeing on service deliverables, ensuring compliance against contractual security requirements, extending support on annual security assessments, ensuring timely notification of incidents and notifying major changes/vulnerabilities to Persistent.
- Protection of assets- Persistent assets must only be used for the business-related aspects or for any other use, as duly notified and authorized in writing by Persistent. In

the event that Persistent Vendors undertakes or executes any modification, alteration and/or up gradation of asset of Persistent, such modified, altered, upgraded asset shall also belong exclusively to Persistent. Upon the termination of service engagement with Persistent, Persistent Vendors must hand over all Persistent assets in its possession to any such person as may be designated by Persistent from time to time for this purpose.

- Persistent Brand Name and Logo, Media Rights- The Persistent logo is the most prominent symbol of the Persistent's products and services. Persistent Vendors shall not use Persistent's name and logo without Persistent's prior written consent. Persistent Vendors shall also not divulge the contractual terms, relationship Persistent Vendors has with Persistent, or make any public statement about the specifics of the product/services performed under the contractual terms, without the prior written consent of Persistent.
- Business Continuity Plan- Persistent Vendors shall ensure that there are plans and procedures to resume business in the event of any physical disaster (e.g. such as fire, flood, wind, earthquake, explosion, etc.) or work stoppage of any kind (e.g. Labour strike, economic/social structure breakdown, etc.). Subject to mutual agreement on business continuity plan terms, Persistent Vendors shall resume services within committed timelines following a disaster or work stoppage event.
- Accurate records, documentation, monitoring and accounting principles- Persistent Vendors shall honestly and accurately record, document and report all business information. Persistent Vendors shall create and maintain international standards of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. Persistent Vendors preparing proposals, bids or contract negotiations for Persistent and Persistent clients must be certain that all statements, communications and representations are accurate and truthful.
- Third party engaged by Persistent Vendors- In event, Persistent Vendors engages any third party to provide product/services to Persistent, the Persistent Vendors shall ensure that the same shall be with prior written approval of Persistent and such third party adheres to Code fully and completely. Persistent Vendors shall be responsible to monitor the compliance by such third party and determine that they are in accordance with the Code, applicable laws and regulations.
- It is against Persistent policy to enter into a business relationship with Persistent Vendors that contractually requires Persistent to purchase Persistent Vendor's products or services in exchange for Persistent Vendors agreeing to purchase Persistent products or services. Likewise, purchasing decisions should not be predicated on the condition that the Vendor will agree to use Persistent products or services. Sourcing decisions will be made based on requirement, quality, price, and the Vendor's level of service, reliability, and the ability to perform in accordance with applicable laws.
- Persistent Vendors shall not use improper means to acquire Persistent trade secrets or confidential information.
- Vendors shall uphold standards of fair business, advertising and competition. Vendors shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of applicable antitrust laws.

Employment Practices

Persistent expects Persistent Vendors to share their commitment to diversity & inclusion, equal employment opportunity, and a safe and harassment-free workplace. Persistent's Vendors shall conduct their employment practices in full compliance with all applicable laws and regulations. In addition to any specific obligations under Vendor's agreement with Persistent, all Persistent Vendors shall, without limitation:

- Cooperate with Persistent's commitment to a workforce free of harassment and unlawful discrimination (including, but not limited to, no discrimination in hiring or employment practices based on pregnancy, childbirth or related medical conditions, race, religion, creed, colour, sex, gender, nationality, origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, union membership or any other criteria protected under law) and provide appropriate treatment to women workers.
- Provide a safe and healthy work environment and fully comply with all applicable safety and health regulations and practices. Persistent Vendors shall ensure that all legal requirements including but not limited to occupational health, safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food and housing are addressed.
- Use only voluntary labor. The use of forced labor whether in the form of indentured labor, bonded labor, child labor or prison labor by Persistent Vendors or its subcontractors is unacceptable and employees of Persistent Vendors shall be free to leave their employment with such Persistent Vendors in compliance with applicable laws. Comply with all minimum age laws and requirements and not employ child labor.
- Comply with all applicable laws and policies governing compensation and working hours including, but not limited to, wages, paid leave, overtime pay, and benefits, applicable working hour's regulations, wage regulations, and other relevant aspects of applicable labour laws. In those countries where there is no applicable standard, overtime shall be paid at their own cost, at a minimum, at the rate equal to the employee's regular wages.
- Persistent Vendors need to adhere to the regulations and statutes on human rights like Convention on the Rights of the Child, ILO Minimum Age Convention and Prohibition and Immediate Elimination of the Worst Forms of Child Labour Convention, International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organization's Declaration on Fundamental Principles and Rights at Work.
- Persistent Vendors should grant its employees the right to associate freely, form and join employee's organizations, seek representation, and bargain collectively in accordance with applicable laws and regulations. Employees who choose to belong to trade unions – subject to laws and regulations – shall be free of pressure or influence from the Persistent Vendors. Persistent Vendors must develop and implement mechanisms for resolving industrial disputes, including employee grievances, and ensure effective communication with employees and their representatives.

Environmental, Social and Governance (ESG) Practices

Commitment –

- Suppliers shall conduct their operations responsibly by identifying, preventing, mitigating, and progressively minimising adverse environmental and social impacts arising from their activities, products, and services.
- Suppliers are expected to conduct life-cycle assessments of their products and services, report on carbon emissions, and uphold integrity and fairness. Products to be sourced sustainably and comprehensive details to be provided of the inputs of these sustainably sourced products.
- Suppliers shall establish and maintain an Environmental Management System (EMS) aligned with ISO 14001:2015 to systematically identify, control, and reduce environmental impacts and drive continual improvement.
- Suppliers shall maintain a documented environmental policy committing to legal compliance, pollution prevention, and continuous improvement through measurable environmental objectives.
- Suppliers shall measure, monitor, and actively reduce energy, water, and material consumption through efficiency initiatives and track progress over time
- Suppliers shall measure and manage greenhouse gas emissions associated with goods and services supplied to Persistent, implement emission reduction actions, and share emissions data upon request.
- Suppliers shall prevent and control hazardous air emissions through appropriate treatment systems, controls, and monitoring in accordance with applicable laws.
- Suppliers shall avoid and minimize adverse impacts on biodiversity, particularly in environmentally sensitive areas, and implement mitigation measures where impacts cannot be avoided.
- Where accommodation is provided or arranged, Persistent Vendors shall ensure safe, hygienic, and adequate living conditions that meet basic health and welfare requirements.
- Suppliers shall maintain accurate wage and working-time records, ensure overtime is paid at a premium rate as required by law, and prohibit wage deductions as a disciplinary measure.
- Suppliers shall comply with applicable laws and ILO principles on working hours, including limits on weekly working hours and provision of at least one rest day in every seven-day period.
- Suppliers shall furnish accurate, complete, and timely ESG-related information as may be requested by Persistent from time to time, as relevant for Business Responsibility and Sustainability Reporting (BRSR) value chain disclosures, in the format and frequency prescribed by Persistent. Such data may be required for regulatory reporting, internal assessments, or third-party assessment/assurance processes.

- Suppliers shall undertake mandatory ESG training, awareness sessions, or capacity-building programs as communicated by Persistent, aimed at improving ESG data quality, regulatory awareness, and alignment with BRSR value chain requirements. Participation in such programs shall be mandatory for all suppliers.

Supplier Diversity

Inclusion of supplier diversity means providing an unbiased and fair opportunity of engagement of suppliers (including those who may be categorized as marginalized/ vulnerable groups) without discrimination. We regularly engage with suppliers who fall in any of the following areas.

- Women-owned businesses
- Minority-owned businesses
- People with Disabilities-owned businesses
- LGBTQIA+ owned business
- Veteran-owned business
- Small and Medium businesses

Human Rights

Our comprehensive [Human Rights Policy](#) serves as a guiding compass, outlining our unwavering commitment to upholding these fundamental principles in all our operations. Persistent System has a Compliance Management tool. This tool has an all-compliance checklist for the respective geographies. The Human Rights due diligence is conducted as per ISO 45001 to assess the Human Rights compliances. Our vendor partners working in Persistent System premises are assessed to ensure they are complying with the local statutory rules and law of the land.

Human Rights Due Diligence -Persistent Systems is committed to upholding human rights in all our operations, including those of our employees, contractors, and suppliers. We have a comprehensive risk management process in place to identify and mitigate potential risks or other potential issues related to our business, including new business relations such as mergers, acquisitions, and joint ventures etc., in our operations and our value chain. We have the relevant preventive, detective, and corrective controls in place to enable us to take timely actions to address, prevent, mitigate and type of remediation action plans to manage human rights violations within our own operations and value chain. Our assessment includes Human Rights issues such as Forced labor, Human trafficking, Child labor, Freedom of association, Right to collective bargaining, Equal remuneration for Equal work, Discrimination and safe workplace. The following groups are covered – employees, contractors working on our premises, children, women, suppliers and local communities. We also expect our suppliers to respect human rights when providing goods and services to our Company.

Acknowledgement of Persistent's Human Rights Policy

Persistent Vendors acknowledge that they are aware of Persistent Systems [Human Rights Policy](#), and Persistent Vendors shall remain aware of it while delivering services to Persistent.

Audit System

1. Right to Audit:

- Persistent retains its right to audit Persistent Vendors to confirm compliance with the Code, applicable laws and other relevant Company policies.
- Persistent Vendors must self-monitor and demonstrate their compliance with the Code, and maintain documentation related to work for Persistent accurately.
- Persistent Vendors shall actively audit and manage their day-to-day management and share reports with Persistent upon request.
- Persistent Vendors shall extend all necessary support and cooperation to Persistent for audit.

2. Persistent will conduct audits subject to following terms:

- Persistent may audit at its own expense during normal business hours once annually causing minimal disruption to the normal operations of Persistent Vendors.
- Persistent will execute confidentiality agreements prior to conducting the audit and provide a at least 30 days prior notice to Persistent Vendors.

Compliance with Vendor Code of Conduct

It is the responsibility of the Persistent Vendor to ensure that its employees, agents, subcontractors, and representatives understand and comply with the Code and to inform Persistent immediately if and when any situation develops that requires the Persistent Vendors to operate in violation of the code set forth in this document. Vendors are expected to self-monitor their compliance with this Code. Persistent Vendors shall ensure that proper communication, awareness programs, training on the Code are conducted for their employees, agents, subcontractors, and representatives. This shall be acknowledged in the acknowledgement form submitted annually or bi-annually by Persistent Vendors to Persistent. Failure to read and/or acknowledge the Code does not exempt Vendors of their responsibility to comply with the Code, applicable laws, and regulations. Persistent Vendors shall be liable for any breach, omission or non-performance of the Code. Persistent Vendors shall promptly report all suspected violations and retaliation of Code to Persistent. Retaliation includes adverse actions, harassment, or discrimination on a professional and/or personal front relating to the reporting of a suspected violation. Persistent will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of the Code. Persistent is committed to fairly assess all the issues raised and provide resolution. Persistent has the right to train, take action against or disassociate with a vendor due to breaches.

Acknowledgement of Persistent's Responsible AI Policy

Persistent Vendors acknowledge that they are aware of Persistent's [Human Rights Policy](#), and Persistent Vendors shall remain aware of it while delivering services to Persistent.

Grievance Redressal Mechanism

To submit any queries or complaint about any known or suspected improper activity, Vendor may send an email or mail to the following addresses, with or without disclosing his/her identity. The Vendor may utilize this process either to raise new complaints or if he/she feels that a complaint previously raised has not been appropriately handled / resolved. Persistent Vendors shall meet concerned officials at Persistent within 10 business days to discuss any violation of the Code.

For online complaints – Email may be sent to the following Email ID:
whistleblower@persistent.com

For offline complaints –
Ms. Anuja Ramdasi,
Ombudsperson of Ethical Matters

Persistent Systems Limited,
Bhageerath, 402, Senapati Bapat Road,
Pune 411 016
Ph. No.: (020) 6746 2094 / 982-340-3135
Email ID: anuja_ramdasi@persistent.com

About Persistent

Persistent Systems (BSE: 533179 and NSE: PERSISTENT) is a global services and solutions company delivering AI-led, platform-driven Digital Engineering and Enterprise Modernization to businesses across industries. With over 27,500 employees located in 21 countries, the Company is committed to innovation and client success. Persistent offers a comprehensive suite of services, including software engineering, product development, data and analytics, CX transformation, cloud computing, and intelligent automation. The Company is part of the MSCI India Index and is included in key indices of the National Stock Exchange of India, including the Nifty Midcap 50, Nifty IT, and Nifty MidCap Liquid 15, as well as several on the BSE such as the S&P BSE 100 and S&P BSE SENSEX Next 50. Persistent is also a constituent of the Dow Jones Best-in-Class World Index. The Company has achieved carbon neutrality, reinforcing its commitment to sustainability and responsible business practices. Persistent has also been named one of America's Greatest Workplaces for Inclusion & Diversity 2025 by Newsweek and Plant A Insights Group. As a participant of the United Nations Global Compact, the Company is committed to aligning strategies and operations with universal principles on human rights, labor, environment, and anti-corruption, as well as take actions that advance societal goals. With 468% growth in brand value since 2020, Persistent is the fastest-growing IT services brand in 'Brand Finance India 100' 2025 Report.

www.persistent.com

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Persistent