



EPAM SUPPLIER CODE OF CONDUCT

SUPPLIER CODE OF CONDUCT

All work performed for EPAM Systems, Inc. and/or its subsidiaries (collectively “EPAM”) must be in full compliance with EPAM’s Code of Ethical Conduct and EPAM’s Supplier Code of Conduct and the principles contained therein (both available on our website at <https://www.epam.com/about/who-we-are/ethics-and-compliance>). This Supplier Code of Conduct applies to all Suppliers and their parent, subsidiary and affiliated entities.

Each Supplier should carefully review this Supplier Code of Conduct and ensure that all of Supplier’s personnel and agents (“personnel”) associated with EPAM strictly comply with it in its dealings with EPAM and with others in the course of its relationship with EPAM. Certification of Compliance must be provided to EPAM, and EPAM may monitor or audit for compliance from time to time. Compliance with this Supplier Code of Conduct, as may be updated or amended from time to time, is mandatory for all Suppliers in our supply chain.

We expect our Suppliers to adhere to the following standards, which are based on internationally recognized standards:

I. Compliance with all Applicable Laws, Rules, and Regulations: As a Supplier, you agree that all business conducted on behalf of EPAM shall be accomplished in full compliance with applicable laws, rules, regulations, and policies. If local laws are less restrictive than the principles set forth in this Supplier Code of Conduct, you are expected to, at a minimum, comply with this Supplier Code of Conduct. If local laws are more restrictive than the Supplier Code of Conduct, you are expected to, at a minimum, comply with applicable local laws.

- a. **Anti-Bribery/Corruption Laws.** Supplier shall not make, authorize, or offer any bribes, kickbacks, or payments of money or anything of value to anyone, including officials, employees, or representatives of any government or public or international organization, or to any other third party (public or private sector) for the purpose of obtaining or retaining business, or influencing any other favorable business decision, that is related in any way to EPAM. Suppliers are required to comply with the U.S. Foreign Corrupt Practices Act and all applicable other foreign anti-bribery laws, including without limitation the UK Bribery Act 2010.
- b. **Trade Restrictions and Laws.** Supplier shall comply with all applicable international trade laws and regulations, sanctions, embargoes, customs/import, export controls and “anti-boycott” laws. Such trade restrictions include, but are not limited to, the United States Export Administration Regulations (EAR) and the United States Office of Foreign Assets Control (OFAC) economic and trade sanctions programs, as well as trade restrictions in the European Union. Supplier will comply with all applicable restrictions prohibiting business activities with individuals or entities designated by OFAC as “blocked persons” or “specially designated nationals” (SDN). Supplier must take immediate and appropriate action to block or reject any anticipated or pending transaction subject to such laws and comply with any governmental reporting and mitigation actions.
- c. **Anti-Money Laundering Laws.** Supplier will comply with all applicable anti-money laundering (AML) and counterterrorism financing laws and will only accept funds received from reputable clients and third parties engaged in legitimate business activities with funds derived from legitimate sources. Supplier will not conduct business with individuals or entities on applicable “specially designated nationals”, “designated persons” or “blocked persons” lists. Supplier shall implement appropriate procedures, processes and internal controls to ensure compliance with applicable AML laws.
- d. **Antitrust and Competition Laws.** Because Antitrust and competition laws are designed to protect consumers and competitors against unfair business practices and promote and protect healthy competition, EPAM expects its Supplier to observe and comply with all antitrust or competition laws of all nations or organizations.
- e. **Securities and Insider Trading Laws.** Supplier is expected to comply with applicable insider trading and securities laws governing transactions in the securities of EPAM. Supplier is expected to comply with applicable insider trading and securities laws governing transactions in the securities of EPAM or of EPAM’ business partners. Securities include common stocks, bonds, options, futures, and other financial instruments. Suppliers that possess or have access to material, nonpublic information gained through their work with EPAM may not use that information to trade in EPAM’ securities or the securities of another company to which the

information pertains.

- f. **Confidential Information, Data Privacy and Intellectual Property.** Supplier must protect the intangible and tangible assets of EPAM and its business partners entrusted to Supplier in the course of Supplier's work with EPAM, such as confidential information, personal information protected by data privacy laws, and intellectual property ("Confidential Information"). Unauthorized release or use of Confidential Information can cause a loss of competitive advantage or create other financial and legal exposures. If personally identifiable information protected by data privacy laws is related to Supplier's work with EPAM, Supplier must comply with the data privacy laws and EPAM's policies and special handling requirements. Intellectual property rights, such as those involving code, processes, procedures, copyrighted works, ideas, trade secrets, patents and know-how are core to EPAM's and its business partners' business. Supplier must not misuse or fail to secure the needed IP ownership rights for EPAM and its business partners. Supplier must respect the intellectual property rights of third parties.
- g. **Employment Laws.** Supplier will not engage in discrimination, retaliation or harassment (including sexual or gender-based harassment) as prohibited by law in screening, hiring or in its employment practices because of any of the following: Race, Color, National origin or ancestry, Ethnicity, Caste, Genetic information, Sex, Sexual orientation, Gender, Gender identity or expression, Age, Religion, Marital status, Veteran/ Military status, Citizenship Status, Political or Union affiliation, Medical condition, Personal appearance, Pregnancy, Physical or Mental disability, or any other legally protected status. Supplier will not subject workers or potential workers to unlawful medical tests or physical exams.
- h. **Wage & Hour and Work Authorization.** Supplier will comply with all applicable local laws with respect to wages, hours, and employee benefits, and will further comply with all application immigration/work authorization laws and regulations.
- i. **Health & Safety Laws.** Supplier will foster the health and safety of its employees by promoting safe and healthy working conditions for the prevention of work-related injury or illness and will comply with all applicable safety and health laws and regulations.
- j. **Environmental Laws.** Supplier will follow applicable environmental laws and regulations, including proper handling and disposing of hazardous or restricted substances, obtaining and keeping required environmental permits, approvals, and registrations and fulfilling their operational and reporting requirements.

II. Labor Standards: Supplier is committed to uphold the human rights of workers and to treat them with dignity and respect as understood by the international community by:

- a. Providing a workplace free from discrimination, harassment or any type of abuse.
- b. Ensuring that child labor is not used in any operations.
- c. Ensuring that all forms of forced or compulsory labor are forbidden in any operations.
- d. Providing safe and healthy working conditions.
- e. Respecting the rights of workers to associate freely, join or not join labor unions, or seek representation in accordance with local laws. All employees shall be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation, or harassment.

III. Environmental Laws, Regulations and Standards: Supplier recognizes that environmental responsibility is integral to producing world-class products and services. Supplier will engage in responsible and efficient use of natural resources, reduce and eliminate unnecessary waste, and engage in practices to minimize adverse effects on the environment and natural resources, including reduction of greenhouse gas emissions where applicable.

IV. Financial Books and Records: Accurate and reliable financial and business records are important for EPAM to meet its financial, legal, and business obligations as a publicly traded company. Supplier must not have any false or inaccurate entries in the accounting books or records related to EPAM and Supplier's business records must be retained in accordance with record retention policies and all applicable laws and regulations. Supplier agrees to support any audit as reasonably requested by EPAM.

V. Conflicts of Interest: A conflict of interest may exist when a circumstance exists that could cast doubt on Supplier's ability to act with total objectivity with regard to the supply of products and

services to EPAM. While engaged by EPAM, Supplier must exercise reasonable care and diligence to avoid any actions or situations that could result in a conflict of interest. EPAM expects Supplier to prevent or immediately disclose a conflict of interest or the appearance of a conflict of interest to EPAM.

VI. Whistleblower Protection: Supplier shall encourage its personnel and agents to bring their concerns regarding compliance with this Supplier Code of Conduct to the attention of Supplier and EPAM so that issues can be prevented or resolved in a timely manner. Supplier is responsible for creating a safe and confidential environment and legally compliant method for such reports and a policy to not retaliate against those who make reports.

EPAM reserves the right to assess and evaluate its Suppliers and request appropriate and reasonable information and documentation where needed about compliance with our Supplier Code of Conduct.

Failure to comply with this Supplier Code of Conduct may result in termination as an EPAM Supplier and may include referral of the matter to appropriate authorities.