

LUXOFT HOLDING, INC (THE “COMPANY”)

PARTNER CODE OF CONDUCT

Introduction

LUXOFT Holding, Inc. and its subsidiaries (collectively, “LUXOFT”) are committed to ensuring that working conditions in its operations are safe, that all workers are treated with respect and dignity and that business operations are environmentally responsible and conducted ethically. To that end, LUXOFT developed the following requirements for its clients, suppliers, vendors and other business partners (each a “Partner”) based on the international standards such as the United Nations Guiding Principles on Business and Human Rights including the ILO Declaration on Fundamental Principles and Rights at Work and the Universal Declaration of Human Rights, as well as LUXOFT’s values.

We will assess a Partner’s commitment to compliance with these requirements when transacting business with LUXOFT. LUXOFT expects its Partners to conduct its business in an ethical socially responsible way. Our goal is to work with our Partners to improve conditions through communications, monitoring and follow-up assessments. However, failure to comply with these requirements may result in termination of our relationship with a Partner.

Partner must follow the applicable laws, rules and regulations of the countries in which it operates. Partner must comply with this Partner Code of Conduct (the “Partner Code”) to the extent that it is required by these laws, rules and regulations.

Partner must comply with this Partner Code of Conduct and require compliance with these requirements in their agreements with their own Partners, service providers, contractors and subcontractors (collectively, their “Partner’s Chain”). If a contract between LUXOFT and a Partner contains stricter or more detailed requirements than this Partner Code, then we expect Partner to meet those stricter or more detailed contractual requirements.

We expect each Partner to read and acknowledge this Partner Code of Conduct, and if requested each Partner will be asked to make a representation to that effect in its relevant agreement with Luxoft.

The Partner Code of Conduct:

A. LABOR

LUXOFT is committed to upholding the human rights of workers and to treating them with dignity and respect as understood by the international community. This applies to all workers, including temporary, migrant, student, contract, direct employees and any other type of worker.

The labor standards are:

1. Freely Chosen Employment

Forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery or trafficking of persons shall not be used. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities. As part of the hiring process, workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment prior to the worker departing from his or her country of origin. All work must be voluntary and workers shall be free to leave work at any time or terminate their employment. Employers and agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to employees' identity or immigration documents, such as government-issued identification, passports or work permits, unless the holding of work permits is required by law. Workers shall not be required to pay employers or agents recruitment fees or other aggregate fees in excess of one month's salary. All fees charged to workers must be disclosed and fees in excess of one month's salary must be returned to the worker.

2. Young Workers

Child labor is not to be used in any stage of manufacturing. The term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Partner shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Partner shall provide appropriate support and training to all student workers. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

3. Working Hours

Partner's workweeks will not exceed the maximum set by local law. Further, Partner's workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers must receive at least one day off every seven days.

4. Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.

5. Humane Treatment

Partner will not tolerate harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers, including the threat of any such treatment. Partner will clearly define and communicate to workers the disciplinary policies and procedures in support of these requirements.

6. Non-Discrimination

Partner should be committed to a workforce free of harassment and unlawful discrimination. Companies shall not engage in discrimination based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training. Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers should not be subjected to medical tests or physical exams that could be used in a discriminatory way.

7. Freedom of Association

In conformance with local law, Partner shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

8. Immigration Law and Compliance

All of Partner's employees, including migrant and foreign workers, must be employed in full compliance with applicable immigration and labor laws.

B. HEALTH and SAFETY

Partner recognizes that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Partner also recognizes that ongoing worker input and education are essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are:

1. Occupational Safety

Partner will control worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tag out) and ongoing safety training. Where hazards cannot be adequately controlled by these means, Partner will provide workers with appropriate, well-maintained, personal protective equipment and educational materials about risks to them associated with these hazards. Workers shall be encouraged to raise safety concerns.

2. Emergency Preparedness

Partner will identify and address potential emergency situations and events, and will minimize their impact by implementing emergency plans and response procedures, including emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment and property.

3. Occupational Injury and Illness

Partner will have procedures and systems in place to prevent, manage, track and report occupational injury and illness, including provisions to encourage worker reporting, classify and record injury and illness cases, provide necessary medical treatment, investigate cases and implement corrective actions to eliminate their causes and facilitate return of workers to work.

4. Industrial Hygiene

Partner will identify, evaluate, monitor and control worker exposure to chemical, biological and physical agents. Partner will use engineering or administrative controls to control overexposures. When Partner cannot adequately control these hazards by such means, Partner will protect worker health by appropriate personal protective equipment programs.

5. Physically Demanding Work

Partner will identify, evaluate, monitor and control worker exposure to ergonomic and physical stressors, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks.

6. Machine Safeguarding

Partner will evaluate production and other machinery for safety hazards. Partner must provide and properly maintain physical guards, interlocks and barriers where machinery presents an injury hazard to workers.

7. Sanitation, Food and Housing

Partner will provide workers with ready access to clean toilet facilities, potable water and sanitary food preparation, storage and eating facilities. Partner will ensure that worker dormitories are clean and safe and provided with appropriate emergency egress, hot water for bathing and showering, adequate heat, and ventilation and reasonable personal space along with reasonable entry and exit privileges.

8. Health and Safety Communication

Partner shall provide workers with appropriate workplace health and safety training in their primary language. Health and safety related information shall be clearly posted in the facility.

C. ENVIRONMENTAL

Partner recognizes that environmental responsibility is integral to producing world-class products. In manufacturing operations. Partner will minimize adverse effects on the community, environment and natural resources while safeguarding the health and safety of the public.

The environmental standards are:

1. Environmental Permits and Reporting

Partner will maintain and keep current all required environmental permits (e.g., discharge monitoring), approvals and registrations and Partner will follow their operational and reporting requirements.

2. Pollution Prevention and Resource Reduction

The use of resources and generation of waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

3. Hazardous Substances

Partner will identify and manage chemicals and other materials posing a hazard to human health, human safety or the environment to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

4. Wastewater and Solid Waste

Partner shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous). Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be characterized, monitored, controlled and treated as required prior to discharge or disposal. In addition, measures should be implemented to reduce generation of wastewater. Partner shall conduct routine monitoring of the performance of its wastewater treatment systems.

5. Air Emissions

Partner will characterize, routinely monitor, control and treat as required prior to discharge all air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations. Partner shall conduct routine monitoring of the performance of its air emission control systems.

6. Materials Restrictions

Partner will adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances, in products and manufacturing, including labeling for recycling and disposal.

7. Resource Efficiency

Partner must work to reduce consumption of resources, including raw materials, energy and water, throughout all aspects of the product lifecycle (e.g., product design, manufacturing process, packaging design, transportation, product use and product end-of-life management).

8. Materials Disposal

Partner will manage and dispose of all materials in accordance with applicable laws, rules, regulations and directives, and in an environmentally responsible and secure manner, protective of the environment.

9. Storm Water Management

Partner shall implement a systematic approach to prevent contamination of storm water runoff. Partner shall prevent illegal discharges and spills from entering storm drains.

10. Energy Consumption and Greenhouse Gas Emissions

Energy consumption and greenhouse gas emissions are to be tracked and documented, at the facility and/or corporate level. Partners are to look for cost-effective methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

D. ETHICS

To meet social responsibilities and to achieve success in the marketplace, Partner will uphold the highest standards of ethics including:

1. Business Integrity

Partner will uphold the highest standards of integrity in all business interactions. Partner shall have a zero tolerance policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement. All business dealings should be transparently performed and accurately reflected on Partner's business books and records. Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.

2. No Improper Advantage

Bribes or other means of obtaining undue or improper advantage are not to be promised, offered, authorized, given or accepted. This prohibition covers promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage.

3. Disclosure of Information

Partner will disclose information regarding labor, health and safety, environmental, gift and anti-corruption practices, business activities, structure, financial situation and performance in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the Partner's Chain are unacceptable.

4. Intellectual Property

Partner will respect intellectual property rights and will conduct the transfer of technology and know-how in a manner that protects intellectual property rights; and, customer information is to be safeguarded.

5. Fair Business, Advertising and Competition

Partner will comply with all applicable standards fair business, advertising and competition laws, including fair trading and antitrust laws.

6. Responsible Sourcing of Minerals

Partner shall have a policy to reasonably assure that the tantalum, tin, tungsten and gold in the products they manufacture does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. Partner shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to customers upon customer request.

7. International Trade

Partner will comply with all applicable laws and regulations concerning importing and exporting products and services. This includes complying with regulations preventing companies from supporting or cooperating with an unsanctioned boycott of another country, or from doing business with certain persons or entities.

8. Privacy

“Personal Information” means, without limitation: personally identifiable information or personal data as defined under the laws of the respective jurisdiction, including the EU Regulation (EU) 2016/679 (“GDPR”); and in any event (i) any information that can be used to distinguish or trace an individual’s identity, such as person’s name, date and place of birth, biometric records, mother’s maiden name, address, email address, telephone number, social security number, state identification or driver’s license numbers, account information, PIN numbers, access and security codes, login information; and (ii) any other information that is linked or linkable to an individual, such as information about a person’s sex, age, income, health or medical information, educational, financial and employment information. Personal Information includes whole or partial copies of such information or materials derived from such information.

8.1. Partners shall establish and maintain an adequate security protection for the LUXOFT Personal Information that they, and any third parties acting on their behalf, process.

8.2. Partners represent and warrant that processing of provided LUXOFT Personal Information complies with local and foreign applicable privacy laws, regulations and directives, including requirements for the localization of citizens’ personal data as applicable. Partners will operate in a manner that is consistent with applicable laws and aligned with industry standards for the protection and security of all information, including LUXOFT Personal Information.

8.3. Partners shall have the proper organizational structure, processes and procedures to ensure the protection, confidentiality, integrity and availability of LUXOFT Personal Information against accidental, unauthorized or unlawful loss, destruction, alteration, disclosure, use or access. Partners must have adequate policies and procedures in place which address technical and organizational security and take reasonable steps to stay current, and to confirm on a periodic basis, compliance with those.

8.4. Partners shall only access, process or host LUXOFT Personal Information on behalf and according to the documented instructions of LUXOFT. Partners shall treat LUXOFT Personal Information as confidential Information. In the event that any of Partners’ personnel or any sub-contractor retained by

Partners, shall have access to LUXOFT Personal Information, such access shall be permitted on a need-to-know basis and only to the extent required for the due performance of Partners' contractual obligations. Partners shall not use provided LUXOFT Personal Information for trading, unfair competition, direct marketing or solicitation.

8.5. Partners must have adequate safeguards, rules and procedures to ensure that they remain in compliance with all applicable laws that govern cross-border data transfers, where applicable.

8.6. Partners shall immediately notify LUXOFT for any suspected or actual data breach concerning the LUXOFT Personal Information provided. Partners shall fully cooperate with Luxoft in any investigations and in complying with any applicable laws regarding notification of such data breach. Partners assume all responsibility and liability for breach of confidentiality and security obligations and for violation of statutory law relating to LUXOFT Personal Information by Partners' personnel or any sub-contractor retained by Partners.

9. Protection of Identity and Non-Retaliation

Programs that ensure the confidentiality, anonymity and protection of supplier and employee whistleblowers are to be maintained, unless prohibited by law. Partners should have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

F. ONGOING ASSESSMENTS, MONITORING AND CONTINUED IMPROVEMENT

If requested by LUXOFT, Partner will provide additional information to ensure adherence to this Partner Code. Requests may include, among other things, information on social and environmental practices, social and environmental self-assessments, product content details, environmental metrics (e.g., greenhouse gas emissions, water use, water quality data), social metrics (e.g., working hour data, wage information, injury rates), management systems certifications, etc. Monitoring and ongoing resolution of findings are critical for advancing social and environmental responsibility, so Partner will cooperate with announced or unannounced formal assessments and audits by LUXOFT and its agents (who have agreed to obligations of confidentiality similar to those agreed between Partner and LUXOFT).

Thank You

We thank you for your ongoing support and commitment to conducting business responsibly. It is our intent that this Partner Code makes explicit our shared commitment and practices to extend our values into all of our operations. This Partner Code supplements but does not supersede any rights or obligations in any agreement we have with our Partners.

This Code is not intended to create new or additional rights for any third party.