



# CORPORATE RESPONSIBILITY POLICIES

Version 1.0

# I. SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct sets forth Businessolver's standards and expectations with respect to key areas of corporate responsibility. Our goal is to work with our suppliers and vendors to assure compliance with these requirements.

## LEGAL COMPLIANCE AND BUSINESS INTEGRITY

Suppliers must comply with all applicable laws and regulations in the United States. In addition, Suppliers must not directly or indirectly give or receive improper business advantage via the giving or receiving anything of value in exchange for preferential treatment.

### *GUIDANCE:*

- The following procedures are prohibited: bribing, conflict of interest, falsification of documents, collusive bidding, price fixing, price discrimination, or unfair trade practices in violation of antitrust laws.
- The Foreign Corrupt Practices Act (FCPA) makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.
- Suppliers will take appropriate steps to protect confidential and proprietary information belonging to Businessolver or Businessolver customers.

## SOCIAL AND WORKING CONDITIONS

### CHILD LABOR

Businessolver is committed to the elimination of the "worst forms of child labor," as defined by International Labor Organization (ILO) Convention 138 & 182, from its supply chain. We expect our suppliers to support, and to the extent applicable, participate in industry efforts aimed at the elimination of such practices wherever they exist in the supply chain.

### *GUIDANCE:*

- Children should not be kept from school to work on the farm.
- Children should not carry heavy loads that harm their physical development.
- Children should not be present on the farm while farm chemicals are applied.
- Young children, generally considered to be under 14 years of age, should not use sharp implements.
- Trafficking of children or forcing children to work are included among the Worst Forms of Child Labor (WFCL).

### FORCED/PRISON LABOR

Suppliers must not utilize or benefit in any way from forced or compulsory labor, or utilize factories or subcontractors that force unpaid labor.

*GUIDANCE:*

- Suppliers must not utilize or benefit in any way from forced or compulsory labor, including any forms of slavery.
- The recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force, coercion or other means, for the purpose of exploiting them is prohibited.

## WORKING HOURS AND WAGES

Suppliers must provide wages at least equal to the applicable legal minimum wage and any associated statutory benefits. Working hours will reflect applicable legal norms and overtime hours will be paid at the legally mandated premium or at least at the same rate as regular hours worked if there is no mandated premium.

*GUIDANCE:*

- Suppliers must comply with applicable laws regarding working and overtime hours.
- Suppliers must comply with legal minimum wage laws and regulations, and overtime hours must be paid at the legally mandated premium.
- Accurate written records of employees' regular and overtime hours will be maintained.

## NON-DISCRIMINATION HIRING

Non-discrimination hiring and employment decisions, including those related to compensation, benefits, promotion, training and development, discipline, and termination, will be made solely on the basis of the skill, ability, and the performance of workers. Suppliers must not discriminate on the basis of race, religion, gender, political opinion, national extraction, or social origin. In addition, unfair treatment of pregnant employees is prohibited.

## HEALTH AND SAFETY

Supplier must provide employees with a safe and healthy working environment that includes appropriate controls, safety procedures, preventative maintenance, and protective equipment. Practices will comply with all relevant local and national laws, codes and regulations.

## ENVIRONMENT AND SUSTAINABILITY

Businessolver is committed to supporting sustainable operational practices. At a minimum, Suppliers will fully comply with all local environmental laws and regulations and it will strive to conduct its operations in a way that conserves natural resources.

## REPORTING

Violations of this Policy may be reported by emailing [hr@businessolver.com](mailto:hr@businessolver.com). Those that send emails may choose to remain anonymous and Businessolver will duly investigate each incident reported.

## II. ANTI-BRIBERY & CORRUPTION

### 1. POLICY STATEMENT

1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to Bribery and Corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.

1.2 We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. We remain bound by local and national laws as well.

### 2. DEFINITIONS

**“Agent”**: Any individual acting as an agent, paid by the company, acting on the company’s behalf in negotiating with Third Parties.

**“Alertline”**: Businessolver’s anonymous reporting tool for employees to report workplace concerns.

**“Bribery” / “Corruption”**: Bribery occurs when one person offers, pays, seeks or accepts a payment, gift, favor, or a financial or other advantage from another to influence a business outcome improperly, to induce or reward improper conduct or to gain any commercial, contractual, regulatory, or personal advantage. It can be direct or indirect through Third Parties.

**“Company”**: All subsidiaries and affiliated companies.

**“Conflict of Interest”**: Occurs when an individual or organization is involved in multiple interests, one of which could possibly corrupt, or be perceived to corrupt, the motivation for an act in another.

**“Donation”**: A donation is a voluntary contribution in the form of monetary or non-monetary gifts to a fund or cause for which no return service or payment is expected or made. Contributions to industry associations or fees for memberships in organizations that serve business interests are not necessarily considered donations.

**“Employee”**: For the purposes of this policy, this includes all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, home-workers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or joint ventures or their employees, wherever they are located.

**“Facilitation Payments”**: A form of Bribery in which small payments are made with the purpose of expediting or facilitating the performance by a Public Official of a routine governmental action and not to obtain or retain business or any other undue advantage. Facilitation payments are typically demanded by low level and low income Public Officials in exchange for providing services to which one is legally entitled without such payments.

**“Gifts, Invitations & Hospitality”**: Invitations given or received to social functions, sporting events, meals and entertainment, gifts or customary tokens of appreciation.

**“Intermediary”**: Includes but is not limited to Agents, distributors, consultants, sales representatives, implementation partners, sales partners.

**“Kickback”**: A bribe to obtain an undue advantage, where a portion of the undue advantage is 'kicked backed' to the person who gave, or is supposed to give, the undue advantage.

**“Public Official”:** Officials or employees of any government or other public body, agency or legal entity, at any level, including officers or employees of state-owned enterprises and officers or employees of enterprises which are mandated by a public body or a state-owned enterprise to administrate public functions.

**“Sponsorship”:** Sponsorship is about partnering with external organizations to deliver mutual benefits through an exchange of monies, products, services, content or other intellectual property.

**“Third Party”:** Any individual or organization you come into contact with during the course of your work for us. This includes actual and potential customers, suppliers, business contacts, Intermediaries, government and public bodies, including their advisors, representatives and officials, politicians and political parties.

### 3. SCOPE

3.1 This policy applies to all Employees and relevant Third Parties of the Company and shall be communicated to them at the outset of our business relationship and as appropriate thereafter.

3.2 This policy applies in all countries or territories where the Company operates. Where local customs, standards, laws or other local policies apply that are stricter than the provision of this policy, the stricter rules must be complied with. However, if this policy stipulates stricter rules than local customs, standards, laws or other local policies, the stricter provisions of this policy shall apply.

### 4. GIFTS, INVITATIONS & HOSPITALITY

4.1 This policy does not prohibit normal and appropriate hospitality (given and received) to or from Third Parties.

4.2 You are prohibited from accepting a gift or giving a gift to a third party in the following situations:

- (a) it is made with the intention of influencing a Third Party to obtain or retain business, to gain a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favors or benefits;
- (b) it is given in your name and not in the name of the Company;
- (c) it includes cash or a cash equivalent (such as gift certificates or vouchers);
- (d) it is of an inappropriate type and value and given at an inappropriate time (e.g. during a tender process); and
- (e) it is given secretly and not openly.

4.3 We appreciate that the practice of giving business gifts varies between geographical areas. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable, justifiable, and is proportionate. The intention behind the gift should always be considered.

### 5. FACILITATION PAYMENTS & KICKBACKS

5.1 In many jurisdictions, making Facilitation Payments is illegal. We do not make, and will not accept, Facilitation Payments or Kickbacks of any kind anywhere in the country.

5.2 Where the facilitation payment is being extorted or you are being coerced to pay it and your safety or liberty is under threat or you feel you have no alternative but to pay for personal or family peace of mind, then pay the Facilitation Payment and report this to Alertline as soon as possible.

## 6. YOUR RESPONSIBILITIES

6.1 It is not acceptable for you (or someone on your behalf) to:

- (a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- (b) give, promise to give, or offer, a payment, gift or hospitality to a Public Official or Third Party to 'facilitate' or expedite a routine procedure;
- (c) accept payment from a Third Party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
- (d) accept a gift or hospitality from a Third Party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;
- (e) threaten or retaliate against another Employee who has refused to commit a bribery offence or who has raised concerns under this policy; or
- (f) engage in any activity that might lead to a breach of this policy or perceived breach of this policy.

6.2 It is your responsibility to ensure that all accounts, invoices, memoranda and other documents and records relating to dealings with Third Parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept 'off-book'.

6.3 You must declare and keep a written record of all Gifts, Invitations & Hospitality according to Company practice accepted or offered, which will be subject to managerial review.

6.4 You must ensure all expense claims relating to Gifts, Invitations & Hospitality or expenses incurred to Third Parties are submitted in accordance with the Company's expenses policy and specifically record the reason for the expenditure.

6.5 The prevention, detection and reporting of any form of Bribery & Corruption are the responsibility of all Employees. You must notify Businessolver Management or the Businessolver Engagement Team as soon as possible if you are offered a bribe, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

6.6 All Employees have the responsibility to read, understand and comply with this policy. You should at all times, avoid any activity that might lead to, or suggest, a breach of this policy.

6.7 Any Employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct.

6.8 This policy should be read in conjunction with the Company's Gifts, Invitations & Hospitality policy, Conflicts of Interest policy and Code of Ethics.

FURTHER "RED FLAGS" THAT MAY INDICATE BRIBERY OR CORRUPTION ARE SET OUT IN APPENDIX 1.

## 7. PROTECTION

7.1 Employees who refuse to take part in bribery or corruption, or report in good faith under this policy their suspicion that an actual or potential bribery or other corruption offence has taken place or may take place in the future will be protected from detrimental treatment/retaliation. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavorable treatment connected with raising a concern.

## 8. GOVERNANCE

8.1 The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

8.2 Businessolver Management has primary and day-to-day responsibility for implementing this policy and for monitoring its use and effectiveness. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it. This training shall also be given to Intermediaries.

## 9. MONITORING AND REVIEW

9.1 The Company will establish and put in place appropriate performance measures and reporting systems to monitor performance against metrics and compliance with the relevant policies, procedures and controls.

## CONTACT ALERTLINE

Online: [alertline.Businessolver.com](https://alertline.Businessolver.com)

Text: 312.728.8958

Call: 800.461.9330

For any concerns surrounding fraud, please review Businessolver's Antifraud Policy.



## APPENDIX 1

### "RED FLAGS"

The following is a list of possible red flags that may arise during the course of your work for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly to Businessolver Management.

- (a) you become aware that a Third Party engages in, or has been accused of engaging in, improper business practices;
- (b) if the Third-Party refuses to divulge adequate information during due diligence procedure;
- (c) you learn that a Third Party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a 'special relationship' with foreign Public Officials;
- (d) a Third Party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- (e) a Third-Party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (f) a Third-Party requests that payment is made to a country or geographic location different from where the Third Party resides or conducts business;
- (g) a Third Party requests an unexpected additional fee or commission to 'facilitate' a service;
- (h) a Third Party demands lavish Gifts, Invitations, or Hospitality before commencing or continuing contractual negotiations or provision of services;
- (i) a Third-Party requests that a payment is made to 'overlook' potential legal violations;
- (j) a Third-Party requests that you provide employment or some other advantage to a friend or relative;
- (k) a Third-Party requests that you make a political contribution or donation to the party or charity of their choice before agreeing to undertake a business relationship with the Company
- (l) you receive an invoice from a Third Party that appears to be non-standard or customized;
- (m) a Third-Party refuses to put terms agreed in writing;
- (n) you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- (o) a Third Party requests or requires the use of an Agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us; or
- (p) you are offered an unusually generous gift or offered lavish hospitality by a Third Party.