

# Supplier Code of Conduct

**Version: 2**

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# Introduction

OneAdvanced is committed to doing business in a fair, responsible manner and we expect our supplier and partners to share this commitment.

This includes upholding certain principles on human rights, labour practices, and other areas of corporate responsibility.

By entering an agreement with OneAdvanced, the Supplier confirms its commitment to the values, principles and undertakings set out hereunder. The Supplier will at all times during the term of the agreement between us, comply with this Supplier Code of Conduct in all countries it operates by implementing the principles of this Supplier Code of Conduct in its organisation. It is the responsibility of the Supplier to ensure that its employees, affiliates and subcontractors are informed of the content and comply with the requirements set out herein and to implement relevant control mechanisms to verify and document its compliance with the same. OneAdvanced expects the Supplier to follow this Supplier Code of Conduct even where it sets out higher standards than required by national law.

OneAdvanced publishes our Modern Slavery statement on [oneadvanced.com](http://oneadvanced.com). We may update this Supplier Code of Conduct from time to time.

Suppliers are expected to monitor that the requirements set out in this Supplier Code of Conduct are duly met. They will implement and maintain appropriate management systems for such monitoring. Such management systems must reflect the nature and scope of the Supplier's operations.

The Supplier is expected at all times to be compliant with all laws, regulations and official requirements applicable to them.

## 1. Protection of human and labour rights

The Supplier must respect international human rights. The Supplier will not violate or contribute to the violation of human rights. Should they nevertheless occur, the Supplier shall take appropriate action to remedy such violations immediately on becoming aware of them.

### No Forced Labour or Abusive Practices

The Supplier must have zero tolerance towards forced labour, slave labour or other nonvoluntary labour, including trafficking.

The Supplier must take all necessary measures to ensure the safety of its employees.

The Supplier shall protect its employees from physical, sexual, emotional or verbal harassment or abuse by refraining from such abuses, providing protective measures to detect such abuses, and taking proper action in situations where such abuses have or may have occurred.

The Supplier must ensure that employees are treated fairly, and they are, under no circumstances, subject to corporal punishment or unlawful detentions, violence, or threats.

## **No child labour**

Respecting international human rights includes that the Supplier will not engage child labour against ILO Convention and applicable law.

Any work that is considered dangerous or heavy duty will not be performed by employees under the age of 18.

## **Freedom of Association**

Employees must have the right to freedom of association and collective bargaining in accordance with laws of the country of employment.

## **Non-discrimination and Equal Opportunities**

The Supplier will support equal opportunities of employees, protection of vulnerable groups, and support diversity in all its forms including promoting gender equality and diversity for management and leadership roles.

The Supplier must not tolerate discrimination or harassment (both physically or psychologically) based on any protected characteristics including ethnicity, national origin, disability, gender, gender identity, sexual orientation, religion, unionisation, employee representation, political affiliation, parenthood, age or any other similar characteristic.

The Supplier must provide equal opportunities to all employees in every aspect of employment, including recruitment, hiring, job assignment, promotion, and termination.

## **Fair Wages and Benefits**

The Supplier must (i) provide all employees with at least the minimum wage; (ii) respect limits to working hours; and (iii) ensure overtime hours are in accordance with applicable law.

Employees with the same qualifications, experience and performance must receive equal pay for equal work.

The Supplier shall have written employment contracts in place with all of its employees. Employment contracts must be drafted in a manner that employees understand the terms of employment and termination pursuant to applicable law.

## **Safety at Work**

The health and safety of employees must be of importance to the Supplier. The Supplier must provide its employees a healthy and safe working environment, in accordance with international standards and national law. Considerations regarding mental health of employees must be taken into account as a part of a healthy working environment.

The Supplier shall take appropriate measures to prevent any work-related injuries and accidents. Such events shall be investigated by the Supplier and recorded for future examination and learning.

The Supplier must sufficiently inform the employees regarding health and occupational safety respectively, have in place appropriate policies and shall give appropriate training to its employees.

## **2. Legislative compliance**

### **Embargoes and economic sanctions**

Appropriate measures must be taken by the Supplier to ensure that transactions with third parties do not contravene applicable (inter)national sanctions regulations or economic embargoes or regulations on trade, import and export controls or to combat the financing of terrorism are violated.

### **Combating money laundering and terrorist financing**

The fight against money laundering and the financing of terrorism is an international legal obligation and appropriate measures must be taken by the Supplier for risk identification and risk-oriented prevention.

### **Protection of assets and property**

Any form of fraud and other conduct detrimental to the assets of OneAdvanced and third parties is condemned.

Any form of fraud or asset damaging (such as money laundering, theft, fraud, breach of trust, tax evasion or embezzlement) is prohibited, regardless of whether it damages the OneAdvanced assets or the assets of third parties.

## Data protection and information security

The Supplier shall comply with all data protection laws and requirements (including the UK GDPR) when processing any personal data on OneAdvanced's behalf.

The Supplier shall have in place appropriate measures to:

- a. protect the integrity and confidentiality of information (including information belonging to or supplied by OneAdvanced held on its systems (which include physical and online or electronic systems); and
- b. ensure that there is no unauthorised access of the OneAdvanced information by third parties, including its representatives (tier two suppliers, agents and subcontractors)

## Artificial intelligence (AI)

The Supplier shall give OneAdvanced as much advance notice as possible if it proposes to use an artificial intelligence (AI) system to provide goods or services to OneAdvanced.

The Supplier shall implement and adhere to the highest standards of responsible and ethical practices when designing, implementing, monitoring, training, testing, deploying, or otherwise developing or using AI systems. This includes adhering to all applicable:

- i. laws and regulations;
- ii. industry requirements and standards;
- iii. guidance and codes of practice issued by a relevant regulatory authority

Without limiting the Supplier's obligations under the above paragraph, the Supplier shall:

- i. ensure that any AI systems developed or used by the Supplier are robust, secure, and safe throughout their entire lifecycle;
- ii. develop and use AI systems in a way that respects human rights and human-centric values, including:
  1. fairness, equality, diversity, privacy and data protection; and
  2. avoiding discrimination and bias;
- iii. be transparent about when and how AI is used;
- iv. ensure the explainability, auditability and traceability of any AI systems used or developed by the Supplier, including their outputs;

- v. establish and maintain appropriate governance, risk management, policies and procedures that promote the responsible, accountable and ethical use of AI systems; and
- vi. where appropriate, ensure that decisions or outcomes from an AI system are contestable.

The Supplier must be able to demonstrate to OneAdvanced's satisfaction that it has embedded these requirements into its responsible AI practices.

The Supplier must not use or retain OneAdvanced's data or confidential information for the purposes of training or inputting into any AI system or model without prior written approval of OneAdvanced.

Where the Supplier uses third-party providers to develop an AI system, it must implement appropriate risk management and supervision measures to ensure that such third-party provider adheres to the standards set out in the paragraphs above.

## **Business Continuity Management**

Where appropriate, a risk-based business continuity management framework must be put in place to ensure the continued delivery of services to the OneAdvanced Group.

# **3. Fair and corruption-free operations**

## **Anti-corruption**

OneAdvanced requires the Supplier to act with high integrity and ethical standards. This includes that the Supplier will not tolerate any corruption or abuse of power in its activities.

The Supplier must not accept any improper or corrupt payments such as gifts, donations, hospitalities, business courtesies, entertainment, travels or other inappropriate payments from a customer, government official or a third party. The Supplier must not offer such improper payments.

The granting or acceptance of monetary gifts or inadmissible acceleration payments in the context of business relationships must be rejected as a matter of principle.

The Supplier must take appropriate measures for preventing financial crime such as corruption, fraud, extortion, tax evasion, sanctions violations and money laundering. The Supplier must conduct reasonable due diligence in all its business arrangements to prevent such violations.

## **Anti-facilitation of tax evasion**

OneAdvanced is committed to zero tolerance towards the criminal facilitation of tax evasion. As such, we expect our Suppliers not to engage in any activity which evades tax or facilitates or may facilitate the evasion of tax by any other associated person. OneAdvanced has robust procedures in place to prevent tax evasion and the facilitation of tax evasion and expect all parties acting with us or for us to adopt a similar approach.

## **Conflict of Interest**

The Supplier must take effective measures to avoid or, when necessary, mitigate, possible and actual conflicts of interest. In case of possible or actual conflicts of interests the supplier will immediately disclose and communicate it to OneAdvanced.

## **Fair Competition and Business Practices**

The Supplier shall be committed to fair competition and must comply with all applicable competition and anti-trust laws. This includes agreeing not to enter into discussions or agreements with competitors regarding price-fixing, market sharing, bid rigging or other similar activities.

## **Whistleblowing**

The Supplier's employees and workers must be given the opportunity to report violations of national whistleblowing laws without fear of reprisal or negative consequences. Legal requirements for whistleblowing must be fully implemented and made available to employees and workers in accordance with national requirements.

# **4. Respecting the environment**

The goal of responsible use of environmental resources and environmentally conscious procurement management shall be actively pursued.

The Supplier shall minimise negative environmental impacts in a precautionary manner and seek sustainable solutions. The Supplier will identify, assess and manage environmental risks in order to reduce environmental impacts including greenhouse gas emissions, consumption of water and waste.

Electronic and hazardous waste must be recycled without harming the environment and with respect to human rights.

The procurement of raw materials shall not directly or indirectly finance criminal groups or violate human rights.

The Supplier must comply with environmental legislation and applicable requirements, and provide evidence of its compliance.

Where available, the Supplier will provide on an annual basis a copy of its ESG report to OneAdvanced.

## 5. Audits

In order to ensure and demonstrate compliance with the standards within this Supplier Code of Conduct, evidence of compliance may be requested by OneAdvanced.

In the event that OneAdvanced determines that these Supplier Code of Conduct standards are not being met in all respects, necessary action shall be taken by the Supplier (and/or if relevant, its service providers and subcontractors) in a timely manner.

If a violation of these Supplier Code of Conduct standards listed is identified in connection with the provision of services for OneAdvanced, the responsible Relationship Manager at OneAdvanced must be informed immediately.

OneAdvanced, its representatives, or public regulatory or supervisory authorities are entitled to audit the Supplier to verify compliance with the requirements of this Supplier Code of Conduct. The right to audit covers the Supplier, its affiliates and subcontractors. OneAdvanced is entitled to use third-party auditors, provided that they are not the Supplier's direct competitors. One Advanced will notify the Supplier 14 days in advance of an audit. Audits carried out by public authorities may be performed without notice.

The Supplier must cooperate and participates in the audit by providing all necessary information, access, and reasonable assistance.

OneAdvanced and the Supplier will each bear its own costs of the audit, including preparing for and participating in the audit.

## 6. Concluding Remarks

If the Supplier has any questions or concerns relating to the interpretation or meeting of the requirements of this Supplier Code of Conduct, the parties agree to proactively discuss the matter. Should the Supplier or its subcontractors have acted in conflict with this Supplier Code of Conduct

or have brought OneAdvanced in conflict with this Supplier Code of Conduct, the Supplier agrees to inform OneAdvanced immediately and the parties shall agree on mitigating actions.

Breach of the Supplier Code of Conduct is considered a material breach of the agreement between OneAdvanced and the Supplier, which may entitle OneAdvanced to terminate for cause.

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