



Supplier Code of Conduct

Creating a smarter world

Policy

ICT Group's Supplier Code of Conduct
External Policy
Version: 1.0

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This document is applicable to ICT Group B.V. and all its affiliated companies

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1. Purpose

ICT Group (“ICT”) is are very much aware of the responsibility we bear due to the many functions we fulfil in society as an employer, supplier, client or business partner. A sustainable, integral and ethical business operation is our way of working and what is expected of us, by our employees and our customers. Therefore, ICT expects all parties who are providing services or products to ICT, or any entity within our group, or provide services or products via ICT to our customers (“Supplier(s)”), to have a similar morals and ethics.

This Supplier Code of Conduct (“Code”) stipulates ICT’s expectations towards our Suppliers in this regard. ICT expects and requires all Suppliers to act in accordance with this Code and all applicable laws and regulations. Every Supplier is expect to sign and act upon this Code and should impose similar obligations to their own suppliers, subcontracts and other third parties with whom they do business.

2. Legal and Ethical Conduct

2.1 Bribery and corruption

Supplier must fully comply with any and all applicable anti-bribery and anti-corruption laws and regulations.

Supplier will not offer nor accept, direct or indirect, gifts or anything else of value to obtain improper advantages or influence. Supplier has implemented policies and measures to prevent and detect any acts of bribery and corruption within their organisation. Suppliers’ employees are trained and informed on these policies and measures. Supplier shall refrain from extortion.

2.2 Fair business practices

Supplier shall refrain from anti-competitive practices, such as price-fixing, group boycotts and exclusionary exclusions dealing contracts. Supplier shall act according the internationally accepted standards of business integrity.

2.3 Non-retaliation for reports of concern (‘Whistle blower’)

If Supplier has more than fifty (50) employee, Supplier will have a policy and process in place for reporting of (suspected) unlawful or unethical situations within or in connection with Supplier. The policy is transparent, accessible and understandable. Supplier must provide protection to reporters of these (suspected) unlawful or unethical situations from any retaliation.

2.4 Trade sanctions

Supplier shall comply with every applicable trade and sanction law and regulation.

3. Inclusion and diversity

3.1 Non-discrimination

Supplier shall treat every person equally and according to their performance and skills. Everyone will be treated the same regardless of age, believes, ethnic origin, disability, social origin, gender (identity), nationality, race, religion, sexual orientation, health status or political opinion.

3.2 Diversity

Supplier shall actively advance diversity and inclusion within their organisation. Supplier shall incorporate policies to enhance their diversity and show a yearly improvement in this regard.

4. Human rights

4.1 Human Rights

ICT respects, supports and upholds the UN Ten Principles on human rights. Supplier shall make a similar statement and act accordingly. Supplier shall not violate in any form, direct or indirect, human rights.

4.2 Physical violence

Supplier shall not be involved with, or tolerate, physical violence, corporal punishment, mental coercion, verbal abuse, disrespectful behaviour, bullying, harassment or any other form of intimidation.

5. Labour

5.1 Working Conditions

Supplier ensures that their working conditions are in compliance with the International Labour Organization's ('ILO') Declaration on Fundamental Principles and Rights at Work and the United Nations Guiding Principles on Business and Human Rights and other applicable (local) laws and regulations.

5.2 Compensation

Supplier shall pay a fair and reasonable living wage. Supplier shall never deduct wage as a disciplinary measure, nor shall Supplier act discriminatory, towards Suppliers' Employees. The basic wage within Supplier's company shall at all times meet the Minimum Wage Fixing Convention standard (ILO C131).

5.3 Health and Safety

Supplier shall comply with all health and safety laws and regulations which are applicable in the nation where the work is being conducted. Supplier shall provide contractors, employees, visitors and other third parties who may be affected by Supplier's business conducts with a healthy and safety working environment. Supplier has adopted a practice to minimize health and safety risk, accident prevention and accident support. Supplier shall on a yearly basis evaluate and improve their practices in this regard.

5.4 Child Labour

Supplier shall never, direct or indirect, be involved in child labour or any form of exploitation towards children. Supplier acts at all times in compliance with the United Nations Convention on the Rights of the Child.

5.5 Forced Labour

Supplier shall never, direct or indirect, be involved in slavery, forced labour or

human trafficking. Supplier has granted their employees the right to terminate their employment with reasonable notice and employment shall be voluntary.

5.6 **Freedom of Association**

Supplier acts in accordance with local laws in respect to workers' rights to form or join labour or trade unions (of their choice), the right to join workers' councils. Supplier shall not conduct or tolerate any negative backlash in retaliation of the employee who forms or joins any union or workers council. Supplier shall protect the employee from any negative backlash.

6. **Environment**

6.1 **Legislation**

Supplier shall comply and ensure ICT can comply with all applicable international, national and local laws and regulations regarding environment. Supplier shall provide (free of charge) ICT with the necessary information and documentation ICT requires for any environmental certification ICT has or will have.

6.2 **Environmental footprint**

Supplier shall measure, manage and reduce energy usage and greenhouse gas (GHG) emissions. And, where applicable, expects its Suppliers to measure, manage and reduce water and waste in its operations.

7. **Data Protection and Privacy**

7.1 **Privacy and security**

Supplier shall respect people's personal information and privacy. Therefore, Supplier will act in compliance with all applicable privacy laws and regulations. Supplier has compliant and verifiable procedures and measures to ensure appropriate protection is in place.

8. **Other**

8.1 **Legislation**

Supplier will comply with all applicable and relevant legislation, local, national and international, in which they operate.

8.2 **Order of Precedence**

International, national or local applicable law and regulations take precedence over this Code. Where this Code requires obligations beyond applicable laws and regulations, Supplier must follow the requirements set forth in this Code.

8.3 **Inform ICT of any Breach**

Supplier will inform, without undue delay, ICT of any violation of this Code. If the Supplier informs ICT orally, Supplier will also inform ICT via email (legal@ictgroup.eu) within two (2) business days after the oral notification.

8.4 Breach of this Code

In the event of a breach, non-compliance, or a violation of, this Code, ICT may suspend or terminate its relationship, and therefor all contracts, with Supplier. ICT may provide Supplier with a reasonable opportunity to remedy the issue through agreed-upon corrective actions or measures, unless the violation is (too) severe or incurable, for example when it constitutes a violation of law or regulation.

8.5 Audit and monitoring

Supplier accepts the right of ICT to audit, evaluate and monitor the compliance of Supplier with this Code, via questionnaires, third party audits or other methods.

8.6 Cooperation

Upon request Supplier will, without undue delay, deliver all relevant information and documentation to ICT regarding (the compliance to) this Code. In the event ICT is required to prove her own compliance with this Code or that of her Suppliers, ICT shall be allowed to use the information and/or documentation of Supplier.

8.7 Changes to this Code

ICT reserves the right to change or update this Code. In the event ICT changes the Code, Supplier will accept and sign the adjusted version of this Code, without undue delay, unless Supplier have motivated and reasonable grounds for not agreeing to the adjustment.



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