

## Supplier Code of Conduct

Greenlight is strongly committed to observing the highest ethical standards in all its procurement activities. Greenlight operates in many markets throughout the world. In all instances, Greenlight respects national laws and any other laws with an international reach, such as the UK Bribery Act, the US Foreign Corrupt Practices Act and the UK Modern Slavery Act, where relevant, and industry codes of conduct. Greenlight is committed to acting ethically in all aspects of its business and to maintaining the highest standards of honesty and integrity.

As such, this Code of Conduct for Suppliers has been prepared to provide a clear summary of Greenlight's expectation from suppliers in all procurement dealings, ensuring that procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Greenlight's procurement ethics focuses on **zero tolerance on corruption, avoiding any form conflict of interest and honest representation of supplier's capabilities.**

### Policy on Corruption and Position on Conflict of Interest

Greenlight expects all contracted suppliers and companies seeking to sell goods or services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery and corruption, and avoid unacceptable business practices. Hence, suppliers are expected to observe the following:

- shall not, directly or indirectly, offer to any Greenlight Staff money, goods or a service as a consideration or in expectation of a favourable decision, information, opinion, recommendation, vote or any other form of favouritism which qualifies as a corruption;
- shall not directly or indirectly, offer, give or agree or promise to give to any Greenlight Staff any gratuity for the benefit of/or at the direction or request of any Greenlight Staff;
- to immediately inform Greenlight's CEO or Managing Director in the event that any Greenlight Staff solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons;



- to immediately declare if any of the Company's Staff and/or officers had or have any relative employed with Greenlight. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by Greenlight.

## **Representation from Suppliers**

Greenlight expects all its suppliers to honestly declare and warrant that:

- employment must be freely chosen; forced or bonded labour or any other form of modern slavery must not be used;
- workers must not be forced to submit passports or government issued identities as a condition of employment;
- child labour is not used;
- compensation paid to workers must comply with all applicable wage laws;
- work weeks are not to exceed the maximum set by local law;
- there is to be no inhumane treatment of workers including sexual harassment, sexual abuse, corporal punishment, physical coercion or verbal abuse;
- greenlight expects its suppliers to create and foster safe working conditions for all workers;
- worker exposure to physical hazards must be eliminated wherever possible, or, if not, must be controlled;
- suppliers must have adequate procedures in place to handle emergencies that may affect workers; and
- systems must be in place to manage, track and report occupational injuries and illness;
- it will select and promote people based on their qualifications and merit, without discrimination or concern for race, religion, national origin, colour, sex, sexual orientation, gender identity or expression, age or disability;
- it will not knowingly create work which contains statements, suggestions or images offensive to general public decency and will consider the impact of its work on minority segments of the population, whether that minority be by race, religion, national origin, colour, sex, sexual orientation, gender identity or expression, age or disability;
- it does not tolerate the use, possession or distribution of illegal drugs, or people reporting for work under the influence of drugs or alcohol;
- it is committed to protecting consumer, client and employee data in accordance with national laws and industry codes;



- it will comply with all rules, regulations and statutory requirements relating to the provision of the products/ services to Greenlight;
- it will not act in concert with other suppliers or agents when participating in a bid;
- it is a duly authorised/certified provider of the supplied products/services and shall not, expressly or impliedly, hold itself out to be an agent/representative of a third-party provider of the same products/services;
- it will only supply products that are certified to be of merchantable and satisfactory quality;
- the supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- it shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from Greenlight has been obtained;
- it must comply with the requirements of the UK's Modern Slavery Act;
- it must obtain all relevant environmental authorisations, including for waste and emissions;
- it must endeavour to prevent pollution by implementing conservation measures in its facilities and processes by recycling, reusing and substituting materials; and
- it shall maintain the highest standards of integrity and quality of work at all times.

## **Applicability of the Code of Conduct**

This Code of Conduct shall apply to all suppliers, sub-contractors and to other entities acting on behalf of them (with approval of Greenlight).

## **Monitoring compliance to the Code of Conduct**

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Greenlight expects suppliers to:

- develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- provide Greenlight's representatives with access to relevant records, upon Greenlight's request;



- Respond promptly to reasonable inquiries from Greenlight’s representatives in relation to the implementation of the Code of Conduct.

## Secure Communication Channels

Greenlight has established a secure communication channel to enable suppliers to raise concerns confidentially and responsibly. Should any questions about the Code of Conduct arise, or should a supplier wish to report a questionable behaviour or possible violation of the Code of Conduct, the supplier must contact Greenlight via email on:

[EthicsCommittee@greenlightdigital.com](mailto:EthicsCommittee@greenlightdigital.com) or at: Greenlight Digital Head office;

The Varnish Works  
3 Bravingtons Walk  
Regents Quarter  
London  
N1 9AJ  
United Kingdom

Greenlight will not tolerate any retribution or retaliation by anyone against a concerned supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Greenlight will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be treated as strictly confidential.

## Sanctions

Breach of the Code of Conduct may result in actions being invoked against the supplier in question, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions available to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all Greenlight subsidiaries and associate companies;
- Immediate termination of contract, without recourse.



If the supplier becomes aware of any breaches, particularly in respect of bribery or inappropriate gifts or services to or from its organisation or any other third party, or in respect of other matters that could harm Greenlight's reputation directly or by association, it will inform Greenlight immediately.