

# Unit4 Business Partner Code of Conduct

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## 1. About this Code

Unit4 is a leading provider of enterprise applications empowering people in service organisations. With a focus on making our software self-driving and easy to use, our business solutions are designed to work for people, not against them. We are 'in business for people'. This is not only our promise to our customers, partners and suppliers, but also our commitment to our employees and the communities around us.

Unit4 strives for excellence and will work diligently to take measures to conduct business honestly and ethically, minimizing our environmental impact, supporting our colleagues the world over, and to bring value to the societies in which we reside (the "**Core Principles**").

These Core Principles are reflected in this Unit4 Business Partner Code of Conduct (the "**Code**"), which establishes the minimum standards that must be met by any company, business, individual or entity that either (a) provides goods or services to Unit4 or (b) is a reseller, referral, cosell and/or services partner of Unit4 (each, a "**Third Party**"). By continuing to work with Unit4 under either (a) or (b) a Third Party acknowledges its acceptance of and adherence to this Code, which is required to continue with its status as a Third Party. Each Third Party shall strive to embody the Core Principles in its operations and as a minimum must ensure compliance with this Code by its suppliers, vendors, agents and subcontractors who form part of their supply chain ("**Associates**"). This Code may be reviewed and updated from time to time.

In this Code, "local laws" means the laws, regulations, and codes from time to time in force in the applicable country to the Third Party's operations and/or where its workers are based, where this may be different. Each Third Party must comply with all local laws.

## 2. Fair Labor and Employment Practices

Unit4 respects the human rights of all individuals and groups that may be affected by our operations - this includes staff, customers and suppliers. Unit4 has a zero-tolerance policy in relation to slavery and human trafficking and is committed to acting ethically and with integrity in all our business dealings and relationships. Unit4 is committed to ensuring that there are no human rights violations, modern slavery or child labour taking place in any part of our business.

### 2.1. Labor and Human Rights

- a) **Modern Slavery, Human Trafficking and Forced Labour.** Each Third Party shall comply with all applicable anti-slavery and human trafficking laws, regulations and codes from time to time in force in any part of its supply chain.
- b) **Employment of Children.** No Third Party shall use child labour. The term "child" refers to any person employed under the age permitted by local laws. Unit4 supports the use of legitimate workplace apprenticeship programs which comply with all laws and regulations applicable to such apprenticeship programmes.
- c) **Human Rights.** Each Third Party shall comply with all internationally recognised human rights standards which, at a minimum, are those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work.

### 2.2. Fair Employment Practices

- a) **Lawful Employment.** Each Third Party shall:

- (i) validate and review all relevant documentation to ensure that each worker has the legal right to work in the applicable country prior to engaging that worker; and
  - (ii) ensure that all recruitment and employment processes and actions taken are effective, consistent, fair and comply with all current applicable local laws.
- b) **Wages and Remuneration.** Each Third Party must compensate all workers with wages, including overtime premiums and benefits, that at a minimum meet the higher of:
- (i) the minimum wage and benefits established by local laws;
  - (ii) any applicable collective agreements;
  - (iii) industry standards; and
  - (iv) an amount sufficient to cover basic living requirements in the applicable country, and seek to close any gender pay gap that may be applicable.
- c) **Leave.** Each Third Party shall ensure that each worker is permitted at least the minimum required leave required by local laws, including holiday, parental, sick and any other leave required, and is compensated during such leave as required by such local laws.

### 2.3. Equal Employment Opportunities.

- a) **Diversity, Equality and Inclusion.** Each Third Party shall strive to engage workers with diverse perspectives, and build an inclusive and supportive working environment.
- b) **Anti-Discrimination and Sexual Harassment.** Unit4 is an equal opportunities employer. No Third Party shall discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice on the basis of race, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law. Each Third Party will abide by all applicable laws and regulations that govern the rights of workers at work and shall ensure that no form of harassment or discrimination occurs, including but not limited to name calling, exclusion, sexual harassment, inappropriate or offensive physical contact or bullying, whether on or off the Third Party's premises.
- c) **Freedom of Association and Collective Bargaining.** Each Third Party shall respect the freedom of its workers to choose whether to lawfully establish or to associate with any organization and, within the framework of local laws, regulations and prevailing labour relations and employment practices, the right of its workers to be represented by labour or trade unions.
- d) **Working Environment.** Each Third Party shall:
- (i) provide a safe, healthy and sanitary working environment for its workers, including for remote workers, and comply with all applicable local health and safety laws;
  - (ii) not support or engage in, or require any hazardous labour to be performed by any person under the age of 18. Hazardous labour involves any work, that by its nature or the circumstances in which the work is undertaken, involves the substantial risk of harm to the safety or health of the worker if adequate protections are not taken; and
  - (iii) ensure all working hours for workers comply with any limitations on working hours specified by local laws.

### 3. Fair and Ethical Business Practices

Unit4 requires all Third Parties to conduct themselves with integrity and in an ethical manner in all aspects of their business, and in particular in the following areas:

**3.1. Political Activity.** Unit4's resources are not permitted to be used for the pursuit of any Third Party's political activity. No Third Party shall lobby or make political endorsements on behalf of Unit4 without prior written approval. Additionally, each Third Party shall ensure that its political views and activities, and those of its workers, cannot be construed as Unit4's endorsement.

**3.2. Environmental Responsibility.** Unit4's Environmental, Social and Governance (ESG) aligns with the UN Sustainable Development Goals – the world's best plan to build a better world for people and our planet. Unit4 is committed to integrating ESG factors throughout its operations, and monitoring ESG performance in compliance with applicable EU and local laws and regulations, and the OECD Guidelines for Multinational Enterprises, including public reporting and disclosure of ESG information. Unit4 works to minimize any adverse effects of its activities on the environment and implement sustainable measures such as reduction of greenhouse gas emissions.

Each Third Party must:

- a) ensure that its business operations minimise their impact on the environment;
- b) comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and hazardous and toxic material handling;
- c) promote and apply policies to reduce any excessive use of raw materials, energy and natural resources;
- d) manage the waste it generates with a view to minimising its environmental impact, including incorporating recycling processes;
- e) ensure, where applicable, the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties; and
- f) where applicable, it will only use packaging materials that comply with all applicable environmental laws and treaties.

**3.3. Conflict of Interest.** A conflict of interest is a situation where a person has two (or more) competing interests and serving one of those interests could damage or harm the other interest and cannot be done objectively. Each Third Party shall promptly disclose to Unit4 the full details of any situation that may appear as a conflict of interest, for example, a conflict of interest between an obligation it owes Unit4 and an obligation it owes to another party, and use all reasonable endeavours to remove such conflict of interest.

Transactions that will lead to a conflict of interest are prohibited, except in very narrow circumstances where Unit4 has given informed written consent to the transaction.

**3.4. Communications and Social Media.** Third Parties shall not make communications or use social media in any way that could or will adversely affect Unit4 or its customers, suppliers, business partners or Unit4's legitimate business interests. No Third Party shall be involved in inappropriate postings or

communications that include discriminatory remarks, harassment, violence, or similar unlawful conduct. In line with any confidentiality obligations in its agreement with Unit4, each Third Party shall not disclose any confidential information in its online communications.

**3.5. Fair Competition.** Unit4 supports the principle of free market competition as a basis for conducting its business and complies with all applicable competition laws, including, but not limited to, those relating to teaming and information sharing with competitors, price fixing and rigging bids. We aim to surpass our competition fairly, through honest, ethical and legal means. No Third Party shall use any improper means to achieve its business purposes, including not engaging in any discussions or activities that could or will breach competition laws, or use unfair methods or deceptive practices to try to gain business.

**3.6. Antibribery and Anticorruption.** Unit4 maintains the highest ethical standards and complies with all applicable laws, statutes, codes, and regulations relating to the prevention of bribery and corruption. 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 and corruption. **Each Third Party must maintain the highest ethical standards and integrity, and shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption including the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010, as well as any other applicable local legislation. No Third Party shall accept, offer, promise, pay, permit or authorise:**

- a) bribes, facilitation payments, kickbacks or illegal political contributions;
- b) money, goods, services, gifts entertainment, employment, contracts or other things of value, in order to influence a decision, or obtain or retain an advantage; or
- c) any other unlawful or improper payments or benefits.

**3.7. Sanctions and Export Control.** Unit4 is a multinational company and must comply with all laws and regulations applicable to its operations and activities that restrict imports, exports and related activities, as well as certain dealings with certain specific countries, governments, entities and persons. As such, each Third Party will comply with all applicable export controls, sanctions, and antiboycott laws and regulations ("Trade Compliance Laws"). Particularly, no Third Party shall be or become established, start or continue any direct or indirect activities or operations, in a country which is subject to US or UN sanctions. Trade Compliance Laws may prohibit or restrict, among other things, business dealings with certain countries, and/or transactions with persons or entities identified on lists such as those identified on the US Office of Foreign Assets Control Specially Designated Nationals list (available at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

**3.8. Compliance with Law.** The foundation of the Core Principles include compliance with all applicable laws, rules and regulations. Although many Third Parties operate in different international environments which may be less or more restrictive than this Code, all Third Parties. are expected to adhere to this Code in their dealings with Unit4 and when conducting any business on Unit4's behalf, even if such conduct would otherwise be "legal" under applicable law. If you operate in a country where local laws are more restrictive than this Code, then you are expected to comply with those laws.

**3.9. Independent Contractors.** Each Third Party must accurately represent in its practices and to the public that the Third Party is an independent contractor, whose relationship with Unit4 is established exclusively

by the applicable agreement between Unit4 and the Third Party. Third Parties must never represent or imply themselves to be agents, affiliates, representatives, or employees of Unit4.

**3.10. Insider Trading.** In the course of business, Third Parties may learn of confidential information that could impact another company's stock price. However, laws exist prohibiting the trade of stock of a company based on material non-public information about that company (collectively, "Insider Trading Laws"). Material non-public information may include but is not limited to: financial information; new product or business lines; and/or management, and/or management or corporate restructurings. Third Parties must comply with all applicable Insider Trading Laws, including those related to "tipping" others who might make an investment decision on the basis of such information for themselves or on another's behalf.

## **4. Assets and Information**

**4.1. Intellectual Property and Confidentiality.** Unit4's intellectual property and confidential information are its corporate assets that must be protected against loss, infringement and improper use and disclosure. As such, each Third Party shall:

- a) respect Unit4's intellectual property and shall not use or reproduce it without Unit4's prior written consent;
- b) not use trademarks, logos or designs resembling those of Unit4 on any products or services which are likely to cause confusion to customers as to the origin of such products or services; and
- c) protect any Unit4 confidential information that it has access to, not use it other than for the purposes of the agreement that it has entered into with Unit4, and not disclose any other third party's confidential information to Unit4 in violation of confidentiality arrangements with that third party.

**4.2. Information Security and Data Protection.** During our business operations, Unit4 may collect and process personal data, including data we receive directly from a person and data we receive from other sources. Unit4 protects this information and accesses it only for legitimate business purposes, ensuring compliance with all applicable data protection laws and requirements when processing any personal data, including the EU General Data Protection Regulation (GDPR). When processing any personal data on Unit4's behalf, each Third Party shall comply with all applicable data protection laws and requirements, and the terms of the agreement between it and Unit4 regarding data protection.

Information security is paramount to Unit4. Each Third Party shall comply with any information security policies and requests that Unit4 may provide from time to time, and have in place appropriate measures to:

- a) protect the integrity, privacy and confidentiality of information (including information belonging to or supplied by Unit4) held on its systems (which include physical and online or electronic systems); and
- b) ensure that there is no unauthorised access of the information by third parties, including its Associates.

**4.3. Artificial Intelligence (AI).** Due to the potential for discrimination and other concerns that AI may produce, Third Parties must use AI in compliance with applicable laws and this Code in relation to internal business operations and with respect to Unit4 products and services.

#### **4.4. Ethical Dealings with Customers.**

- a) Product Roadmaps and Future Availability. Third Parties must not commit to the future availability or details (such as pricing) of any future functionality or feature of a Unit4 product or services without the prior written consent of Unit4.
- b) No Side Arrangements. “Side Arrangements” are generally modifications (written, electronic, or verbal) to contractual terms and conditions that are either undocumented or documented separately from the contractual document mutually executed by the authorized agent of each party. Unit4 prohibits Side Arrangements with respect to Unit4 products and services. Third Parties shall implement controls and training to prevent such Side Arrangements from occurring.
- c) Requirement of a Bona-fide End-user. Unit4 believes in honest and transparent business dealings, and all Third Party orders placed with Unit4 must be in relation to an identifiable, bona-fide third party end-user order of Unit4 products or services.
- d) Cosell, Influence and Finders Fees. Unit4 may pay Cosell, influence and finders fees (“Referrals”) to eligible Third Parties that fulfil the requirements of the Unit4 Referral process for an applicable opportunity. Third Parties must not request or accept any referral, influence, or finder fees related to Unit4 products and services from any party other than Unit4.

### **5. Compliance and Consequences of Violations**

**5.1. Sourcing and Managing of Associates.** Each Third Party shall procure its goods and services in a responsible and ethical manner, and ensure that any of their Associates involved directly or indirectly in provision for Unit4 shall agree to requirements similar to and of no less standard than those set out in this Code. Each Third Party shall carry out appropriate due diligence of its prospective Associates that will form part of its supply chain. As a minimum, the due diligence should include the following:

- a) investigations into prospective Associates’ stance, public statements, compliance with applicable laws and other actions on human rights, treatment of workers, bribery, ethical behaviour and the environment; and
- b) risk assessments for countries from which materials, components or finished goods are sourced.

**5.2. Training.** Each Third Party shall ensure that all of its workers are given proper training on all matters contained in this Code and to ensure that the general spirit of this Code is maintained throughout their own business practices. Each Third Party shall ensure that every worker is made aware of this Code and each Third Party is responsible for its workers’ compliance with this Code.

#### **5.3. Self-Monitoring, Proof of Compliance and Audit.**

- a) Each Third Party shall monitor its compliance with this Code and shall report any violations (actual or suspected) of this Code as soon as possible to their primary Unit4 contact.
- b) No Third Party shall retaliate or take disciplinary action against any of their workers or Associate that has, in good faith, reported violations of this Code or who has sought advice regarding this Code or cooperated with any investigation or proceeding related to a violation of this Code.

- c) Each Third Party shall provide written confirmation, if requested by Unit4, that it still complies with and will continue to comply with this Code.
- d) Unit4 may conduct audits to verify each Third Party's compliance with this Code and each Third Party is committed to provide reasonable assistance with these audits.
- e) Each Third Party shall comply with any investigation that Unit4 undertakes.

## **6. Non-compliance with this Code.**

Subject to the terms of any agreement between Unit4 and a Third Party, any Third Party's violation or failure to comply with this Code shall constitute a material breach and shall entitle Unit4 to terminate its relationship with that Third Party.

Certain violations of this Code may be directly related or lead to a violation of applicable law or regulation. If that is the case, other legal or criminal consequences may apply pursuant to local laws. Each Third Party will fully cooperate with the relevant authorities regarding any such alleged or suspected violation.