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# OSF Digital's Vendor Code of Conduct

For OSF Digital

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## 1. SUMMARY

OSF Digital ("OSF") is committed to maintaining the highest standards of integrity and corporate governance practices. This Code of Conduct (the "Code") for all vendors, suppliers, contractors, and any other third-party entities ("Vendors") outlines how OSF and its affiliates conduct business and describes the company's most fundamental shared values. It also helps you understand how our values affect the way the company does business.

It is always important to respect the global best practices and to follow the applicable company policies, applicable laws, rules and regulations at all times, to enable you to do the right choices. If you have any questions or concerns about this Code or about our company in general, you should contact our Legal Department at [legal@osf.digital](mailto:legal@osf.digital).

This Code describes OSF's expectations of how its current and future vendors conduct business. All vendors engaged in providing products and services to OSF are expected to be aware of and act in accordance with the Code, including aligning policies, guidelines, and practices, and communicating and enforcing the Code throughout their organization and across their supply chain, including to subcontractors (in relation with OSF).

Vendors must act with integrity and are expected to demonstrate a commitment to legal, ethical, safe, fair, and environmentally responsible business practices. OSF seeks vendors that operate in compliance with applicable environmental laws and that make efficient and effective use of natural resources.

OSF believes in an inclusive culture and does not tolerate discrimination in any form. Vendors are expected to demonstrate a commitment to inclusive business practices, including without limitation, equal employment, and diversity in their workplace.

Vendors are required to understand the requirements of this Code, operate in accordance with the expectations outlined in this Code and comply, at a minimum with applicable laws, rules, regulations, and standards within the geographies in which they operate. In instances where standards outlined in the Code differ from local laws, vendors must respect these standards within the framework of the applicable local laws. Vendors must be open and cooperative with regulators and comply with jurisdictional requirements.

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## 2. VENDOR CODE OF CONDUCT

OSF is committed to conducting its business in accordance with the highest ethical standards and in compliance with applicable laws, rules, and regulations. Vendors are expected to share their principles, uphold their standards and develop policies and procedures as appropriate to ensure that their workers understand and adhere to these standards.

### **a) Anti-Bribery and Anti-Corruption:**

OSF maintains a strict stance against any form of bribery or corruption, involving its employees, suppliers, agents, or any other associated partners. Suppliers are required to adhere to all relevant legal and regulatory mandates aimed at preventing bribery and corruption, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and any local laws on the matter. OSF expects that suppliers, along with any third parties representing the company, will always conduct themselves in alignment with OSF's ethical standards and the Code, uphold suitable policies and procedures, and incorporate necessary anti-bribery terms within their contracts.

Suppliers must refrain from engaging in any form of corrupt behavior, which includes but is not limited to offering, giving, authorizing, promising, soliciting, or accepting any item of value, either directly or indirectly, with the intent to influence business dealings improperly or to gain any unfair advantage. Furthermore, suppliers must not engage in the practice of making illegal or improper payments, including 'facilitation payments', which are payments made to expedite or secure routine government actions by public officials or employees of government agencies or state-owned entities. The term 'anything of value' encompasses a wide range of potential bribes, such as illicit payments, kickbacks, or other forms of inducement including inappropriate gifts, hospitality, travel, charitable or political contributions, and unwarranted offers of employment or internships, as well as any corrupt payments that might be disguised as legitimate transactions for goods or services.

### **b) Gifts, Travel & Entertainment:**

Suppliers are prohibited from bestowing extravagant or unsuitable gifts, payments, favors, advantages, or other forms of remuneration, such as travel and entertainment, that could be perceived as attempts to sway a business decision.

The act of presenting gifts, hospitality, and entertainment could foster an improper sense of obligation or the impression of an illicit quid pro quo. Such actions can lead to concerns, regardless of whether an actual advantage was conferred.

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**c) Conflicts of Interest:**

Suppliers must steer clear of any improper conduct and conflicts of interest, or even the semblance of such issues. A conflict of interest may arise if a supplier engages in any activity that could compromise – or seem to compromise – their impartiality.

**d) Confidentiality and Data Protection:**

Suppliers are obligated to safeguard sensitive information. It is imperative for suppliers to implement and uphold suitable technical and organizational safeguards and procedures to secure personal data, as well as proprietary and confidential information, particularly when handling, accessing, or processing such information on behalf of OSF. Suppliers must acknowledge that any unauthorized utilization or disclosure of this information could lead to personal, legal, reputational, and economic repercussions for the supplier, the individuals affected by the breach of their personal data, and for OSF. Moreover, suppliers are required to adhere to all relevant privacy, data protection, and information security laws and regulations.

**e) Grievance Mechanisms:**

Vendors are expected to have a process through which workers can raise workplace concerns without fear of retaliation. This grievance mechanism should be transparent and understandable to workers and should ensure the protection of whistleblowers.

**f) Anti-Tax Evasion:**

OSF will not tolerate unlawful tax evasion or the facilitation of unlawful tax evasion. Vendors must not directly or indirectly engage in, or facilitate the engagement by others in, the deliberate and fraudulent diversion of funds from a tax authority. Vendors are expected to ensure the same for their agents, subcontractors, intermediaries and workers by adopting, maintaining and implementing reasonable processes that prevent such conduct.

**g) Non-Disparagement:**

The Vendor agrees that, during the term of the Agreement and at all times thereafter, it shall not, and shall ensure that its employees, subcontractors, or representatives do not, make or publish any false, misleading or disparaging remarks - whether oral, written, or online - about OSF and its affiliates, employees, officers, directors, clients, or business practices or elements.

This includes, but it is not limited to, public comments on social media platforms, forums,

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blogs, or other digital or print media, which could reasonably be expected to damage the reputation, integrity, or business interests of OSF. Nothing in this clause will be construed to prevent the Vendor from:

- complying with any legal obligation to disclose information; or
- raising in good faith any concerns or grievances directly and confidentially with OSF, in accordance with the procedures outlined in the Agreement or in the Vendor Code of Conduct.

A breach of this clause shall be considered a material breach of the Agreement and may lead to immediate termination of the contractual relationship, as well as other available remedies.

This obligation shall survive the termination or expiration of the Agreement for an indefinite period of time.

### 3. VENDOR LABOR AND HUMAN RIGHTS

OSF recognizes its responsibility to protect human rights. Examples of such rights are articulated in internationally recognized standards, including the United Nations Guiding Principles on Business and Human Rights (UNGPs), the Universal Declaration of Human Rights, and the International Labor Organization (ILO) Core Conventions. OSF's position is reflected in its Human Rights Statement and its actions in the countries in which it does business. Vendors are expected to have similar policies and practices that apply to all workers, suppliers, and their supply chains, including migrant and temporary workers. Such policies and practices must take into consideration the following: wages and benefits requirements, working hours, no tolerance on slavery, forced labor or human trafficking, no tolerance on child labor, freedom of association and collective bargaining, respect, inclusion, and non-discrimination, as well as respecting a safe and healthy work environment.

Vendor shall ensure that all employees work under safe, healthy, and fair conditions. This includes providing the adequate facilities, equipment and training to prevent workplace injuries and illnesses. Also, Vendor shall implement and maintain health and safety measures in compliance with applicable laws and industry standards and shall enforce policies that prohibit discrimination and harassment based on race, color, religion, gender, sexual orientation, age, disability, or any other protected characteristic.

### 4. VENDOR DIVERSITY, EQUALITY, AND INCLUSION

OSF believes that diversity, equality, and inclusion are social and economic imperatives and looks to its vendors to reflect this principle in their operations, workforces and within their supply chains. Vendors and their subcontractors are expected to promote equal

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opportunity in their workplace, and to take proactive steps in promoting a workplace that is free from discrimination or harassment of any kind.

Vendors should make reasonable best efforts to provide opportunities to a full spectrum of companies, based on the ownership structure (e.g., minority-owned), scale (e.g., small enterprise) or nature (e.g., social enterprise), to compete on a fair and equal basis for their business, as required.

## 5. VENDOR ENVIRONMENTAL STEWARDSHIP

OSF prioritizes environmental responsibility in its business practices and encourages its vendors to engage in similar ecological initiatives that are suitable for their operations and in line with both local and international best practices. This entails adopting procedures to recognize and address risks and prospects associated with climate change and environmental efficiency. Depending on their size and business type, vendors should consider the ecological effects of their activities, such as the consumption of raw materials, energy use, greenhouse gas (GHG) emissions, water use, waste management, air quality, and the preservation of biodiversity.

Where possible, they should integrate climate change mitigation strategies into their business continuity plans, which could include setting and achieving reduction targets for scope 1, 2, and 3 GHG emissions through various efficiency improvements.

Vendors are also encouraged to take steps for optimizing their water consumption, their waste management, and their material restrictions and handling operations, in accordance with the applicable rules, laws and regulations. Vendor shall take specific measures to reduce energy consumption and greenhouse gas emissions, striving for continuous improvement in environmental performance. Also, it shall engage in practices that protect and enhance biodiversity, avoiding activities that cause significant harm to ecosystems; and also implementing waste management initiatives aimed at reducing, reusing and recycling waste materials.

## 6. VENDOR BUSINESS CONTINUITY

Suppliers are required to effectively manage business continuity risks to guarantee the ongoing availability and resilience of essential services during a business continuity planning (BCP) incident. Vendors should have contingency strategies tailored to the specific needs and nature of their operations, ensuring that their business and services can persist with minimal disruption. These measures aim to prevent significant interruptions to OSF's business, operations, and reputation. Vendors should provide upon request details of these plans to OSF.

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## 7. VENDOR MANAGEMENT SYSTEMS AND GOVERNANCE

OSF encourages its vendors to institute effective management systems that utilize the best available techniques and practices to adhere to this Code and continuously improve their performance.

*All new and existing vendors are expected to meet these minimum expectations and to aspire to make continuous improvements to their businesses as noted in this Code. Any facts or circumstances which are likely to lead to a vendor's inability to meet the requirements and expectations of this Code should be reported immediately to their OSF vendor relationship owner.*

Vendors are expected to join in a commitment to transparency and disclosure and to provide full cooperation with OSF if required, to review the vendor's policies, procedures or any other document related to adherence to this Code. Vendor agrees to comply with all applicable laws and regulations related to labor practices, human rights and environmental protection.

OSF also retains the right to audit its vendor's compliance with the Code and other firm policies at any time. If requested, vendors are expected to provide details and data about their performance on the topics included in this Code to OSF or to other entities, to demonstrate compliance with all requirements.

If a vendor is found to be in violation of the requirements of this Code, the vendor is expected to inform OSF immediately or as soon as is practicable and remedy any such violation in a timely and sensitive manner. Failure by a vendor to do so may lead to review or termination of the relationship, OSF reserving the right to take any appropriate actions, which may include such termination of the relationship, or formal warnings or requests for corrective actions that must be implemented by the vendor within a specified timeframe.

OSF is committed to continuously reviewing and updating this Code. Therefore, this Code is subject to modification from time to time. The latest version of this Code is available [here](#) and effective when posted on OSF's website.

The contents of this Code are additional to and do not in any way affect or prejudice any of OSF's rights and remedies under the relevant contracts with each vendor, if any.

In the event of any conflict or ambiguity between any provision of this Code and the provisions of any relevant contract with any vendor, the provisions of that contract will have priority, legally prevailing.