

Tecknuovo Limited (Tecknuovo)

1. INTRODUCTION

- 1.1 Tecknuovo is committed to upholding the highest ethical and professional standards in the conduct of its business and its delivery of services to its customers, and expects all suppliers, who play an important and integral role in the performance of Tecknuovo's business, to uphold the same standards in the delivery of and performance of their services to Tecknuovo.
- 1.2 Suppliers are required to comply with this Code and to ensure their staff suppliers whom they work with in providing services to the supplier also apply these standards in the performance of their services to the supplier.
- 1.3 This policy applies to all suppliers and their employees, officers, sub-contractors, contractors, interns, volunteers, and apprentices (staff).
- 1.4 Suppliers will ensure that their staff are familiar with this Code and comply with its terms.
- 1.5 This Code is not exhaustive, and all suppliers and their staff will also comply with all local policies and procedures notified to the supplier (including any customer specific standards that may apply to the Supplier services to Tecknuovo).

2. PRINCIPLES

The following principles provide guidance on the standards of conduct we expect from our Suppliers and their staff, and all Suppliers are required to abide by and ensure their staff abide by these principles:

Respect for rules and regulation

- Comply with all relevant legislation and professional codes of conduct relevant to your profession
- Accept responsibility and accountability for your behaviour and decisions
- Be fair, just and reasonable when exercising authority
- Be objective, open and honest when making decisions
- Comply with lawful instruction from those in authority
- Respond promptly and accurately to enquiries from authorised bodies and the public
- Respect the privacy of others and in particular to matters covered by the UK General Data Protection Regulations (UK GDPR) and the Data Protection Act 2018

Respect for persons

- Treat all individuals with respect and dignity
- Communicate with your staff, colleagues you work with, and the public with clarity and sensitivity
- Embrace diversity in your workplace and ensure that individuals are treated fairly and consistently
- Be tolerant of the views and ideas of others
- Be accurate when informing others of their rights and responsibilities
- Resolve conflicts constructively and fairly

Integrity and Honesty

- Be honest, impartial and fair in the delivery and performance of your services
- Consider the interests of others who are affected by your services
- Use the resources (including equipment, confidential and Intellectual property of Tecknuovo and its customers) for their intended purpose only
- Report any potential, actual or perceived conflicts of interest
- Inform Tecknuovo of any potential or impending errors, defects, issues or delays (**Issues**) with your services as soon as possible to mitigate their impact to any Tecknuovo project
- Demonstrate positive behaviour that enhances Tecknuovo and its customer's reputation
- Report all alleged inappropriate conduct

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- Keep all sensitive, official, and or other confidential information you receive in the provision of your services confidential at all times
- Only use information gained in your working activities for the delivery of such services and not for any other purpose; whether for personal gain or otherwise
- Do not accept gifts or hospitality or accept any other benefit from any person which might reasonably be seen to compromise your personal judgement or integrity

Diligence

- Perform your services with diligence, care and attention, and contribute to a safe environment for everyone
- Ensure your staff are fit to work and to carry out your duties by complying with any and all policies relating to alcohol and drugs
- Be aware of possible conflicts of interest between your private interests and your work duties and minimise the potential for such conflicts
- Seek to achieve high standards of performance, professionalism, and responsiveness when working with or delivering services to the general public
- Always act in a manner to promote and safeguard the interests and wellbeing of your colleagues and the general public
- Do not undertake duties or responsibilities unless you are able to perform them in a safe manner
- Correct and/or rectify any Issues identified in the delivery of your services to Tecknuovo
- Develop and maintain levels of knowledge and skill in line with your contractual responsibilities
- Maintain confidentiality on matters that require it or on matters as instructed by the customer
- Ensure all staff maintain a professional dress standard when attending any onsite location for Tecknuovo on behalf of the supplier

3. YOUR RESPONSIBILITIES

Confidentiality

- 3.1 You will at all times comply with Tecknuovo's and any customer confidentiality requirements, and you will sign any confidentiality undertakings as may be required by Tecknuovo from time to time. You and your staff have a duty of care not to disclose information that may be sensitive or damaging to the interests of Tecknuovo and its customers.

Conflicts of Interest

- 3.2 A conflict of interest may occur if you are influenced by, gain or benefit for yourself, your friends, or family members which conflicts with the best interests of Tecknuovo (including those of its customer). As a customer of the supplier, not only does a conflict of interest run contrary to the fair treatment of Tecknuovo but may also amount to an offence under applicable laws. Conflicts of interest can cause significant damage to the reputation and integrity of a business.
- 3.3 We expect all our suppliers to ensure that they avoid any interaction with Tecknuovo and/or any customer of Tecknuovo that may create a conflict for any member of staff of Tecknuovo and/or any customer. Suppliers must also disclose any relationship that the Supplier has or any staff has with any Tecknuovo staff or any the staff of its customer that might be viewed to be or amount to a conflict of interest.
- 3.4 We expect suppliers to avoid situations where their existing or potential business relationships may appear to compromise their responsibilities or ability to make sound, impartial and objective business decisions in connection with their contractual commitments to Tecknuovo (and which includes any Tecknuovo customer as applicable). Suppliers must therefore disclose to Tecknuovo any potential conflicts of interest which arise in respect of existing or potential business relationships.
- 3.5 Suppliers are responsible for and required to disclose all relationships to Tecknuovo that could potentially create a conflict of interest and Tecknuovo will work with the supplier to determine whether or not a conflict

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exists and what measures can be taken to manage or prevent such conflict (as applicable). Suppliers must ensure their staff are made aware of this policy and receive training on avoiding such conflicts of interest.

Duty of Care

- 3.6 You have an obligation to exercise a duty of care to yourself and to others. This applies to emergency environments and to day-to-day work environments. You are therefore required to:
- Use best efforts to avoid unnecessary risks to yourself, colleagues, and members of the public;
 - Tell others of their rights and obligations, or refer them to other relevant personnel or services;
 - Contribute constructively to a safe working environment free from avoidable injury, illness, disease and workplace harassment.

Social media

- 3.7 Social media has become an integral part of our society, enabling us to communicate messages and opinions instantaneously to a wider audience. Messages we convey become permanent public statements which reflect on us, our customers, you, and your business.
- 3.8 We therefore expect Suppliers, and their staff use social media in a responsible and respectful manner, ensuring that the Supplier and their staff do not publish confidential information about Tecknuovo and its customers, nor discuss sensitive business-related information about Tecknuovo projects or the status of those projects within social media (or in any media).
- 3.9 Suppliers and their staff understand if they provide advice or views on social media in a personal capacity on matters which relate to Tecknuovo's obligations with its customers, such advice or views may be considered as connected to Tecknuovo and therefore interpreted as an official Tecknuovo position. Suppliers and their staff must avoid placing themselves in a situation where their advice or views could potentially be interpreted as those of Tecknuovo.
- 3.10 We expect our Suppliers and their staff to use professional judgement at all times in respect of their activity and associations with persons on social media to avoid circumstances which are, or as importantly could be viewed by others, including Tecknuovo and its customer, as inappropriate.

Health and Safety

- 3.11 You will ensure they have and maintain healthy and safety rules and procedures for your staff in respect of your business activities and shall maintain suitable and adequate premises for your staff from which to deliver the services to Tecknuovo. We require suppliers to maintain a clean, safe, and healthy work environment in compliance with all health and safety laws in the UK for their staff and adequate training for all staff on health and safety matters in the workplace.
- 3.12 If you allow members of your staff to work remotely from their respective home office or generally from their home, whether on a temporary basis or otherwise, you warrant that you have undertaken risk assessments with respect to such remote working and has in place suitable remote working policies and/or emergency remote working policies (e.g. in response to Covid-19) as required and which you monitor the same on a regular basis.
- 3.13 We expect all suppliers who work with us to understand the health and safety risks of their business activities and apply good health and safety management systems, training, and practice in the operation of their business. Suppliers should take necessary steps to protect their staff and individuals whom they come into contact with from workplace injuries.
- 3.14 Suppliers must comply with our Health and Safety Policy when delivering services on Tecknuovo's behalf, and which shall include any additional health and safety requirements, policy, and procedures of any onsite location a supplier may attend on behalf of Tecknuovo.
- 3.15 Suppliers should notify Tecknuovo immediately if any health and safety risk or concern arises whilst delivering services at any onsite location of Tecknuovo.

Supplier premises

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- 3.16 Services must be delivered at all times from your premises within the United Kingdom (**UK**). Services may be delivered from alternative premises (e.g. under remote working arrangements for any force majeure event) in the UK provided Tecknuovo have received written notice of such arrangements.
- 3.17 Suppliers must not require its staff to perform services for Tecknuovo during any period of annual leave, during any period that you have placed such staff on furlough (in accordance with the rules of any furlough scheme operated by the UK government from time to time), during any period of temporary residence outside of the UK, or during any period of travel outside of the UK.
- 3.18 Tecknuovo shall be entitled to conduct all such enquiry and assessment of any such alternative or remote working arrangements to ensure that the services will be delivered compliantly and in accordance with all applicable laws and the contractual relationship with the Supplier.

Equipment and devices

- 3.19 Supplier shall only utilise supplier equipment and devices which are fit for purpose, are maintained, and fully insured. All supplier devices must comply with the technical standards required and be used in accordance with the Supplier Use of Devices Policy and IT and Security Policy.
- 3.20 If the Supplier is required for any project to utilise and maintain any Tecknuovo devices, all Tecknuovo devices must be used in accordance with the requirements of the Supplier Use of Devices Policy.
- 3.21 All equipment and devices used by the Supplier must be stored securely and safely at the Supplier's premises or such other location (as notified to Tecknuovo in writing and in advance) with a level of security commensurate with the requirements of the Supplier Use of Device Policy.
- 3.22 Supplier shall not utilise any supplier devices for delivery of services to Tecknuovo which are used by staff for personal use. Suppliers shall ensure that their staff do not allow family members or any other third parties to have access to any devices used in the delivery of the services to Tecknuovo.

Information Systems and Security

- 3.23 Any Supplier who is commissioned to develop information systems or services for Tecknuovo in support of its projects with customers, to enhance existing information services and systems of customers, or to deliver other services which will require their staff to have access to Tecknuovo or customer IT systems, shall comply with our Supplier Information Systems and Security Policy and Supplier Use of Devices Policy.
- 3.24 Suppliers must comply with any additional undertakings and/or security standards required by Tecknuovo from time to time relating to the security of information and systems of the customer to the extent that suppliers have access to the customer systems, equipment, and other devices.

Environmental Issues

- 3.25 Suppliers are expected to demonstrate the highest regard for minimising adverse impacts on the environment arising from the delivery of their services. Suppliers must comply with all local environmental laws applicable to their premises and the delivery of their services.
- 3.26 We expect all suppliers to ensure they do not use materials that are considered harmful to the environment, and to support the use of processes and materials that support the environment.
- 3.27 We expect suppliers to comply with our Environmental Policy in addition to any environmental standards required by our customers that affect the delivery of your services to Tecknuovo and which are notified to you.

Equal Opportunities and Anti-Discrimination

- 3.28 We are committed to equal opportunities and to an environment that does not discriminate, harass or bully others.
- 3.29 Suppliers must ensure that their decisions in the operation of their business and engagement of staff is based on merit and will not discriminate against any individual whether on the basis of their sex, race (including nationality and ethnic origin), religion, political beliefs, trade union membership, sexual orientation,

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gender identity, marital status, disability or age. Suppliers are expected to maintain a zero-tolerance policy in respect of discrimination, victimisation and harassment in the workplace.

- 3.30 Suppliers must ensure all staff are treated equally in all aspects of their employment or engagement with the supplier.
- 3.31 Suppliers will maintain their own diversity and equal opportunities policy and anti-discrimination and harassment policy and must ensure all staff are trained on and comply with the same and in particular ensure that all staff do not discriminate against, victimise, or harass any colleagues, individuals they may interact with in the delivery of the services, or any member of the general public.
- 3.32 Suppliers will comply with any specific equal opportunities and dignity at work standards that Tecknuovo require of its suppliers from time to time.

Modern Slavery

- 3.33 Modern slavery is defined as the recruitment, movement, harbouring or receiving of children, women or men through the use of force, coercion, abuse of vulnerability, deception or other means for the purpose of exploitation. It is a crime under the Modern Slavery Act 2015 and includes holding a person in a position of slavery, servitude forced or compulsory labour, or facilitating their travel with the intention of exploiting them soon after.
- 3.34 We are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.
- 3.35 We expect all suppliers to comply with the following with respect to their staff and to ensure the same throughout their supply chain:
 - (a) Staff must not be subject to forced, prison, bonded, indentured, slave, trafficked or compulsory labour in any form, including forced overtime. All work must be carried out voluntarily.
 - (b) Staff must have the right to terminate their employment freely, as appropriate following a reasonable period of notice in accordance with applicable laws and collective agreements, and without the imposition of any improper penalties.
 - (c) Staff shall not be mentally or physically coerced to provide their labour.
 - (d) Staff must not have their identity or travel permits, passports, or other official documents or any other valuable items confiscated or withheld as a condition of employment and the withholding of property shall not be used directly or indirectly to restrict workers' freedoms or to create workplace slavery.
 - (e) Staff must not be required to make payments which have the intent or effect of creating workplace slavery, including security payments, or be required to repay debt through work.
 - (f) Staff must have terms of employment or engagement set out in a written document that is easily understandable to them and which clearly sets out their rights and obligations. This written document shall include the minimum requirements of applicable laws in the UK.
 - (g) Staff under the age of 18 should not be employed or engaged by the Supplier, except that and subject to the overriding prohibition on the use of child labour, if staff under the age of 18 are employed or engaged by the Supplier then particular care shall be taken as to the duties that they carry out and the conditions in which they are required to work to ensure that they come to no physical, mental or other harm as a direct or indirect result of their work or working conditions.
 - (h) Staff shall be free to file grievances to the supplier and staff shall not suffer detriment, retaliation, or victimisation for having raised a grievance.
 - (i) Staff must not be subject to unreasonable restrictions to free movement within the UK and no staff should be forced to take accommodation in supplier-controlled premises.
 - (j) All third parties (e.g. employment agencies) utilised to source and supply staff to the supplier must be reputable and which includes any umbrella/payroll companies utilised by the supplier for payroll purposes.

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- 3.36 We expect our suppliers to put in place adequate procedures to ensure that they are not directly or indirectly, through their supply chain, involved in any form of involuntary or forced labour.
- 3.37 We expect all suppliers and their supply chain will comply with the requirements of this Code and our Modern Slavery Policy and procedures and will maintain and provide evidence of their own anti-slavery policy and procedures to Tecknuovo upon request.

Corporate Criminal Offences

Anti-Bribery and Corruption

- 3.38 any offer, promise, gift or solicitation of an advantage as an inducement or reward to a person for the improper performance of that person's position or as an attempt to influence a person in that person's capacity as a public official; and
- 3.39 participation in any other form of corrupt practice (such as theft, fraud, conspiracy to defraud, blackmail, participation in a criminal organisation and money laundering) under any circumstances.
- 3.40 All anti-bribery and anti-corruption laws applicable to your business must be complied with including, where applicable, the UK Bribery Act 2010. Suppliers must maintain a policy that prohibits and procedures that prevent:
- 3.41 Bribery is offering, providing or receiving something of value (which includes cash, gifts, hospitality or entertainment) as an inducement or reward for something improper. Typically, it is used to obtain or retain business or some other illegitimate advantage. Bribes are against the law. UK laws also prohibit facilitation payments to any person (which reflects the practice of paying a small sum of money to (usually) an official as a way of ensuring they perform their duty). The UK Bribery Act 2010 also prohibits acts of and participation in corruption which is has a wider scope of illegal activities including extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement and money laundering.
- 3.42 Any engagement in bribery and corruption and/or making facilitation payments can seriously impact and damage our reputation and business relationships. Tecknuovo never offers, gives or receives bribes or improper payments, or participates in any kind of corrupt activity, either directly or through any third party.
- 3.43 Tecknuovo will be guilty of an offence if a person associated with it (which includes suppliers), acting in their capacity as an associated person of Tecknuovo, commits an act of bribery or corruption. Consequently, Tecknuovo must take reasonable steps to prevent parties acting on its behalf from being concerned in any activities of corruption and bribery. There is a defence if Tecknuovo can demonstrate it has taken reasonable prevention procedures in place.
- 3.44 All suppliers must ensure that they do not and that their staff do not accept any gift, benefit or any other inducement from any person whilst performing services for Tecknuovo, unless with the prior approval of Tecknuovo. Suppliers should ensure that all persons within its supply chain comply with the same.
- 3.45 We expect all suppliers to implement appropriate and adequate procedures for their staff to comply with applicable anti-bribery and anti-corruption laws and these standards.
- 3.46 Suppliers must at all times comply with our Anti-Bribery Policy and any specific standards and procedures that may apply to a particular project, and which are notified to the supplier.

Facilitation of Tax Evasion

- 3.47 Tecknuovo operates its business with integrity and in an honest and ethical manner. We expect our suppliers to work with us to ensure that we all remain untainted by tax evasion facilitation. Tax evasion is conduct which amounts to cheating the public revenue or which amounts to fraudulently evading taxes. Generally this occurs when a person knows they have a tax liability and forms a dishonest intention not to declare it.

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- 3.48 Tecknuovo will be guilty of an offence if a person associated with it (which includes suppliers), acting in their capacity as an associated person of Tecknuovo, facilitates tax evasion. Consequently, Tecknuovo must take reasonable steps to prevent parties acting on its behalf from being knowingly concerned in the facilitation of tax evasion. There is a defence if Tecknuovo can demonstrate it has taken reasonable prevention procedures in place.
- 3.49 All Suppliers must adhere to and comply with the following and shall ensure its supply chain adhere to and comply with the same:
- (a) applicable laws, statutes, regulations and codes including but not limited to the Criminal Finances Act 2017.
 - (b) not engage in any activity, practice or conduct which would constitute an offence under Section 1, 2 or 6 of the Bribery Act 2010, if such activity, practice or conduct has been carried out in the UK, and you must certify to us on request, compliance with this obligation and provide supporting evidence. You shall also ensure that all your staff comply with the obligations set out in this Code.
 - (c) not engage in any activity, practice or conduct which would constitute either a UK or foreign tax evasion facilitation offence under sections 46(5) and 46(6) of the Criminal Finances Act 2017.
 - (d) not under any circumstances be knowingly concerned in, or take steps with a view to, the fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person or aid, abet, counsel or procure the commission of that offence by another person.
- 3.50 Suppliers will comply with any additional requirements or undertakings required by Tecknuovo in respect of the prevention of the facilitation of tax evasion that may be notified to the supplier from time to time.
- 3.51 We expect all suppliers to implement appropriate and adequate procedures for their staff to comply with applicable prevention of tax evasion laws and these standards.

International trade/sanctions compliance

- 3.52 Tecknuovo has a zero-tolerance approach to breaches of sanctions legislation.
- 3.53 All Suppliers must comply with all applicable local, state, federal or national laws, rules or regulations relating to international trade controls and sanctions that apply to its operations and that apply to Tecknuovo, and have policies and controls in place to prevent, detect and respond to activities that may cause or contribute to a violation.

Privacy

- 3.54 All suppliers must ensure that all personal information they process as a consequence of their business operation, their contractual relationship with Tecknuovo and the provision of their services to Tecknuovo, and whether processed as a "controller" or "processor", is processed, managed, and stored in accordance with applicable laws and regulations.
- 3.55 Suppliers must ensure that their actions do not compromise the privacy rights of individuals and accept that when processing personal information of individuals in the delivery of their services to Tecknuovo, their processing of such personal information is adequate, relevant and limited to what is necessary to deliver their services to Tecknuovo and is in accordance with any instructions provided by Tecknuovo. The supplier must ensure that it complies with its statutory obligations as a processor when processing personal information for which Tecknuovo is a processor or controller.
- 3.56 Unless otherwise specified by Tecknuovo under contract, the supplier shall not retain personal information in respect of which it is a "processor" (for the purposes of the contractual arrangements between the supplier and Tecknuovo) after the expiry or termination of any contractual relationship unless to comply with its legal obligations and in any event only with the prior written consent of Tecknuovo.
- 3.57 Suppliers will ensure that all personal information is processed and stored securely and always in accordance with the Data Protection Act 2018, the Supplier Use of Devices Policy, Data Sub-Processor Agreement, and the Supplier IT and Security Policy.

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- 3.58 Suppliers must ensure that all staff have received adequate training on data protection laws and the supplier's obligations in respect of its processing of personal information during the provision of its services to Tecknuovo and shall ensure its staff's adherence to data protection laws in the UK, the data protection standards expected by Tecknuovo and any policies issued by Tecknuovo from time to time.
- 3.59 Suppliers shall at all times comply with their contractual duties set out in Tecknuovo's Supplier terms and conditions with respect to the processing of personal data for which Tecknuovo and/or its customer are responsible as a data controller.

Complaints Procedure and Whistleblowing

- 3.60 We are committed to conducting our business with honesty and integrity, and we expect all Suppliers to maintain high standards in accordance with our Code. However, all organisations face the risk of things going wrong from time to time, or of unknowingly harbouring illegal or unethical conduct. A culture of openness and accountability is essential in order to prevent such situations occurring or to address them when they do occur.
- 3.61 We wish to encourage all suppliers to report suspected wrongdoing and dangers faced as soon as possible and in the knowledge that their concerns will be taken seriously. We therefore ask all suppliers to comply with our Complaints Procedure Policy with respect to any concerns that they may have arising out of or in connection with their services for Tecknuovo.
- 3.62 Suppliers acknowledge that their staff may be subject to additional procedures for the reporting of wrongdoing and matters of safety or concern relating to any onsite premises, business and or staff, and which such matters fall within any third-party policy applicable to any specific policy. Suppliers shall ensure both it and their staff comply with any such whistleblowing policy and or procedures.

Use of Illegal Drugs, Alcohol and Chemical Substances

- 3.63 Use of illegal drugs and chemical substances is prohibited, and inappropriate use of alcohol or legal drugs can also have a damaging impact on how persons perform their services. Suppliers must at all times comply with our policy on alcohol and drugs, and any cases of alcohol or drug abuse will be considered unprofessional behaviour and may result in the termination of Tecknuovo's contract with a supplier.
- 3.64 We expect all of our suppliers to have a zero tolerance to the use of illegal drugs, alcohol, and use of chemical substances and to ensure that all members of staff will not be under the influence of alcohol, illegal drugs and or chemical substances when delivering services to Tecknuovo.
- 3.65 Further, the supplier shall ensure its staff do not engage in any of the following whilst delivering services to Tecknuovo:
- (a) Sell, offer to sell or buy, possess, use, or transfer any illegal drug.
 - (b) Fail to use over-the-counter medication in accordance with the directions.
 - (c) Fail to notify Tecknuovo that a member of staff is taking a prescription which could impair or adversely affect all or any portion of his or her job performance.
- 3.66 Suppliers will ensure that their staff at all times deliver the services in a fit condition that allows them to perform their duties safely and diligently.

4. HOW TO RAISE A CONCERN

Suppliers are encouraged to raise concerns about any issues they may be having which relate to or arise out of this Code by following our Complaints Procedure Policy.

5. FAILURE TO COMPLY WITH THIS POLICY

Failure to comply with this policy may result in the termination of any statement of work, including, where appropriate, revocation of access to the IT systems, and criminal prosecution in accordance with local laws. As well as any specific rights Tecknuovo has in this policy that apply where the Supplier or any staff breach this policy, the breach of their obligations will constitute a breach of the Supplier's contract with Tecknuovo

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and Tecknuovo may exercise its rights under that contract. If you have reasonable grounds to suspect that someone else is in breach of this policy, you must inform Tecknuovo immediately.