

## Matrix42 Supplier Code of Conduct

Version: 11/2024

### 1. Introduction

1.1. Matrix42 GmbH together with its affiliates (“Matrix42”, “we” or “us”, including, for the avoidance of doubt Efecte Plc and its affiliates) is a European software company customers to digitalize and automate their work. As a service management provider, we accelerate the digital transformation of our customers.

1.2. We are committed to engaging in and developing responsible ways of operating. The integrity of our vendors, as well as our product and service suppliers, their sub-suppliers and sub-contractors as well as any consultants or partners that are in business relationship with the Supplier in order to deliver products or services to Matrix42 or other business partners together with their subcontractors and affiliates (“Suppliers”, individually the “Supplier”) is critical to the success of Matrix42.

1.3. As the European Choice in our space it is of utmost importance, that our Suppliers also take excellent care of their corporate responsibility obligations. All Suppliers must meet the local regulations relating to social security contributions and tax payment and other relevant legal obligations regarding ethical and responsible conduct. All Finnish Suppliers must be registered with [tilaajavastuu.fi](https://tilaajavastuu.fi).

1.4. This Code of Conduct “Code” forms an integral part of all contracts concluded between the Supplier and Matrix42 and it outlines the minimum standards Matrix42 requires its Suppliers to comply with when doing business with Matrix42 in addition to observing all laws and regulations governing the Suppliers and Matrix42’s activities. In addition to this Code, the Supplier shall follow The Ten Principles of the UN Global Compact, made available at [www.unglobalcompact.org/what-is-gc/mission/principles](http://www.unglobalcompact.org/what-is-gc/mission/principles) and other major international standards on corporate responsibility.

1.5. By agreeing to work with Matrix42 or concluding an agreement with Matrix42, the Supplier confirms and specifically warrants that the Supplier, its subcontractors and its affiliates comply with the Code. The term “affiliate” refers in this Code to any company that is controlled by the Supplier or which controls the Supplier or which is controlled by the same entity or entities as the Supplier.

1.6. The Supplier must provide Matrix42 with access to all relevant information and documents required to verify the Supplier’s conformance with the Code upon request and at latest within ten (10) working days.

### 2 Legal compliance and ethical conduct

2.1. The Supplier shall comply with all laws and regulations applicable to its and Matrix42’s operations. Should a requirement of this Code contradict national laws or regulations the Supplier shall comply with whichever is more stringent. The Supplier must adhere to this Code as well as to all other relevant and applicable laws and regulations including any and all applicable export control laws and international trade sanctions.

2.2. In addition to complying with all applicable national and international legal requirements regarding ethical and responsible conduct, the Supplier shall adhere to the principles outlined by the UN Global Compact, the ILO Core Labor Standards, the UN Guiding Principles on Business and Human Rights, and the

UN Convention Against Corruption. The Supplier warrants, that the Supplier together with its employees are committed to ethical conduct in the spirit of internationally recognised standards, i.e. the Supplier must act in a manner that is generally considered ethical, in all of its operations.

### **3 Human rights**

3.1. The Supplier shall support and respect internationally proclaimed human rights that are expressed in the International Bill of Human Rights, and ensure the Supplier, its subcontractors or affiliates are not involved in human rights violations. The Supplier shall identify their human rights impacts, implement mitigation actions when required and provide remedial action in the event of human rights violations.

### **4 Business principles**

#### **Corruption and bribery**

4.1. The Supplier's directors and employees as well as any third parties acting on its behalf may not offer, give or receive any gift or payment that is or could under applicable laws and regulations be deemed as a bribe, or make or accept any improper payments, including facilitation payments, to obtain new business or retain existing business.

4.2. Reasonable business courtesies, including gifts and corporate hospitality (e.g. entertainment, business lunches and small gifts) that comply with applicable laws and regulations are permitted.

#### **Fair competition**

4.3. The Supplier competes in a fair manner in compliance with all applicable competition laws and regulations, e.g. by not entering into any agreements with its competitors to raise prices or to restrict the availability of products.

4.4. Suppliers shall implement protective measures and refrain from any activities which may be considered part of the money laundering process. Suppliers shall comply with all applicable laws and regulations regarding export control and export restrictions, as well as economic sanctions imposed by the EU, France, US, UK and UN. The Supplier represents and warrants that the Supplier, its owner, each of its directors, senior executives or officers, any of its subsidiaries is not an individual or entity that is not subject of any sanctions or restricted party list administrated or enforced by the US, UN and EU or based, organized or resident in a country or territory that is the subject of comprehensive (i.e., country-wide or territory-wide) sanctions. The Supplier shall be liable to indemnify Matrix42 against any claims, damages, losses, costs, liabilities and expenses (incl. fines & penalties and reasonable legal fees) incurred by the Matrix42 and its affiliates due to the breach of Supplier's obligations in this Section 4.4.

#### **Responsible employer**

4.5. The Supplier must ensure that its employees are above the applicable minimum age (in line with the ILO convention 138 on child labour). Child labour in any form is prohibited, and if the Supplier employes someone who is under 18 years old, their work must not jeopardise their education, health or safety.

4.6. The Supplier must treat all employees fairly and respectfully. Employees must have the right to organise, belong to a union and bargain collectively. Any form of involuntary labour is prohibited.

4.7. The Supplier shall treat its employees with respect and dignity. Any discrimination based on partiality or prejudice is prohibited. This includes discrimination based on ethnicity, gender, sexual orientation, marital status, pregnancy, parental status, religion, etc. Threats of violence, corporal punishment, physical or verbal abuse, or other unlawful harassment are strictly prohibited.

4.8. The Supplier is required to pay wages defined by applicable laws and regulation, including collective agreements, and apply working hours that comply with applicable law and collective agreements.

4.9. The Supplier must take care of matters related to occupational health and safety in line with applicable law, and establish internal occupational health and safety policies and procedures that are communicated to all employees. The Supplier must report and investigate all health and safety incidents.

## **Product quality and safety**

4.10. All products and services used in the course of the business relationship between the Supplier and Matrix42 must meet the quality and safety criteria specified in applicable regulation, industry standards and relevant agreements. The Supplier must manage the product safety risks throughout the entire supply chain. The Supplier must use raw materials of known origin and ensure the traceability of raw materials and finished products. Furthermore, the Supplier must ensure that delivered products are safe for people and the environment if used as intended.

## **5 Environment**

5.1. The Supplier must comply with environmental regulations and standards that apply to their operations, and the Supplier must take environment into account when planning its operations at all locations where it operates to avoid questionable practices.

5.2. The Supplier shall also undertake initiatives to promote greater environmental responsibility. Suppliers should identify the environmental impacts of their operations and implement mitigation actions when required. The Supplier shall also consider the climate impact of their operations and reduce greenhouse gas emissions where reasonable.

## **6 Misconduct and other terms**

6.1. The Supplier is required to actively report any non-compliance with this Code to Matrix42 immediately. The Supplier and any of its employees may report their concerns confidentially to: [legal@matrix42.com](mailto:legal@matrix42.com)

6.2. Should Matrix42 find that the Supplier does not meet the requirements and expectations set out in this Code, Matrix42 will offer guidance to correct the issues or to improve the Supplier's procedures. The Supplier must then promptly take corrective actions promptly as advised by Matrix42.

6.3. Should the Supplier have, in the sole and reasonable opinion of Matrix42, materially violated the Code, Matrix42 is entitled to terminate its business relationship with the Supplier with immediate effect. Any violation of Section 4.4. shall be considered a material violation of the Code which entitles Matrix42 to terminate its business relationship and all contracts with the Supplier. This Section 6.3 supersedes and supplements any restrictions for termination of the agreement agreed in the agreement.

6.4 The Supplier shall maintain at its own expense an adequate insurance to cover any liability it may incur in connection with the performance of its obligations under the main agreement(s) with Matrix42. The obligation to maintain insurances shall not affect or limit Supplier's and its subcontractors' liability.

6.4. This Code is governed by the law of the main agreement concluded between the Supplier and Matrix42. If no law is specified in the contract or there are multiple competing agreements with differing choice of law provisions, the German law shall apply, excluding its choice of law rules or principles.