



## Quorum Software Supplier Code of Conduct

### I. Quorum Software's Approach

Quorum Software (the "Company") is committed to conducting business with integrity and honesty. The Company's Supplier Code of Conduct (the "Supplier Code") goes far beyond compliance with applicable laws. The Company holds itself to the highest standards of ethics and professional conduct. This Code is built upon the principles of the United Nations Global Compact policy initiative ("UNGC"), and is supplemented with the Company's specific expectations.

The Supplier Code sets out the mandatory minimum requirements to be applied between the Company and the Supplier, and is comprised of the following areas:

- Human Rights
- Labor Conditions
- Environment
- Anti-Bribery and Anti-Corruption

### II. Scope and Applicability

At all times during the term of agreement(s) with the Company, the Supplier shall comply with this Code in all countries in which it operates. It is the responsibility of the Supplier to ensure that its directors, officers, employees, temporaries, relevant affiliated companies, and subcontractors are informed about the content of the Supplier Code and comply with the Company's requirements.

The Supplier undertakes to comply with the UNGC principles, as well as local regulations and legal practices. In cases of conflict between relevant laws and the principles described in this Code, the highest standard shall prevail to ensure sustainable operations.<sup>1</sup>

### III. Human Rights and Labor Conditions

#### *Non-discrimination and Equal Opportunities*

The Company is committed to equal opportunity in employment, and to fostering diversity in the work force. The Supplier must not discriminate on the basis of age, race, color, national origin, ethnicity, religion, sex, pregnancy, gender (including gender identify or expression), sexual orientation, marital status, disability, veteran status, genetic information, political

---

<sup>1</sup> United Nations Global Compact, International Labor Organization ("ILO") Declaration on Fundamental Principles and Rights at Work, the International Bill of Human Rights, UN Rio Declaration on Environment and Development, and the UN Convention against Corruption.



opinion, union membership, social origin, or any other factors that may be covered by local law. This commitment applies to hiring practices, recruiting, compensation, promotions, benefits, transfers, training, education, terminations, and social and recreational programs.

The Supplier commits to treating everyone with equal respect and dignity. Furthermore, the Supplier promotes a culture of equal opportunities and diversity where appointments to jobs, promotions and bonuses, and personal success depend on individual ability and performance. Fundamental human rights shall be known, understood, and respected and applied equally to all employees whether temporarily or permanently hired, or contracted.

#### *Modern Slavery*

The Company is committed to ethical labor practices in accordance with all applicable laws and regulations. The Company does not tolerate forced labor or modern slavery anywhere in its supply chain. This includes slavery, servitude, and forced or compulsory labor. The Company further supports and protects the international commitments contained in the International Labor Organization's Minimum Age Convention and Worst Forms of Child Labor Convention. The Supplier shall employ only voluntary labor, and must monitor its own supply chains for the use of forced labor.

The Company expects the Supplier to screen for the existence of any North Korean workers in the global supply chain. U.S. Customs and Border Protection believes North Korean labor found anywhere to be forced labor, and products made with any North Korean labor anywhere cannot be imported into the United States. Please refer to the Modern Slavery Policy for further guidance.

#### *Fair labor conditions*

The Supplier supports the freedom of association, and all employees have the right to be a member of a trade union and to bargain collectively.

The Supplier shall not discriminate against worker's representatives or members of trade unions, which shall also have access to carry out their representative functions in the workplace.

#### *Wages and benefits*

The Supplier should strive to pay all workers a wage that meets basic needs, and provides a discretionary income in compliance with all applicable local laws.

Employees with the same qualifications, experience, and performance have the right to equal pay for equal work. Men and women should be equally remunerated. Working hours and overtime must be kept within local legal limits.

#### *Health and safety*

All employees are to be provided with safe and healthy working conditions and environments. Adequate steps to prevent accidents and injury to health shall be taken by minimizing the



causes of hazards inherent in the working environment, and by providing appropriate safety equipment.

#### IV. Environment

The Supplier shall have a precautionary approach in order to minimize environmental impacts within its value chain. The Supplier shall have an environmental management system ensuring effective planning, operation, and control of environmental aspects. The Supplier's environmental management system shall be equivalent to the requirements in the ISO14001 or Eco-Management and Audit Scheme ("EMAS"). The environmental management system shall include a continuous improvement program.

For example, obsolete servers, computers, and other ICT goods, must be recycled without harming the environment and with respect to human rights.

The Supplier shall acknowledge environmental legislation and applicable regulations, and be able to provide evidence of compliance.

#### V. Anti-Corruption and Fair Business Practices

##### *Anti-bribery and corruption*

No abuse of power, nepotism, or bribery, including improper offers of payments to or from employees or organizations, shall be tolerated. Gifts or similar benefits may only be offered to, or accepted from, a third party if modest in value and if consistent with reasonable hospitality given in the ordinary course of business. However, no fees, gifts, or other benefits may be offered or given to any Government Official unless of de minimis value, or otherwise allowed by government rules and regulations and local laws. Under no circumstances may the value of meals provided to Government Officials exceed USD\$100 per person, unless prior approval has been obtained from the Company's Legal Department.

The Anti-Bribery & Corruption Policy sets forth the Company's expectations and guidelines with respect to anti-bribery and corruption compliance, and the Supplier must comply with the policy.

##### *Fair competition*

The Company is firmly committed to fair competition and open markets. We require free and fair competition, and expect the Supplier to compete as forcefully and constructively as possible, while at all times complying with international and national competition law, and regulations.

##### *Conflict of interest*

Business decisions shall always be made in the best interest of the companies involved, i.e., the Supplier and the Company both. Personal relations or considerations will never influence



decision-making. Should there be any risk, however small, of a conflict of interest, our employees are instructed to immediately inform their manager.

The Supplier has an obligation to avoid situations that may give rise to a conflict of interest, or would create the appearance of a conflict of interest. The Supplier is required to disclose any actual or potential conflict of interest to the Company.

#### *Fraud, extortion, money laundering and other related crimes*

The Supplier shall abide by all applicable national and international regulations aimed at preventing, detecting, and remedying economic crime and, in particular, fraud, extortion, money laundering, and other related crimes. The Supplier must comply with the anti-money laundering provisions of the Anti-Bribery & Corruption Policy. Please refer to the policy for further guidance.

#### *Political involvement*

The Quorum name or any resources controlled by the Company shall not be used to promote the interests of political parties or candidates. Please refer to the Anti-Bribery & Corruption Policy for further guidance.

#### *Trade and sanctions compliance*

##### Sanctioned Countries

The Supplier warrants that it and its shareholders, directors, and officers are not subject to any global economic sanctions, or otherwise organized or located in sanctioned countries, including Cuba, Iran, Syria, North Korea, and the Crimea region. Without prior authorization from the Company, the Supplier shall not retransfer products or services to sanctioned countries.

##### Restricted Parties

The Supplier shall not deal directly or indirectly with individuals or entities that are the target of sanctions, or restrictive measures imposed by governments or international organizations, and that have been designated as Restricted Parties.

##### Screening

The Supplier shall conduct screening for Restricted Parties and sanctioned countries before entering into business relationships involving the Company's products and services. Parties to be screened include, but are not limited to, distributors, vendors, customers, end users, shipping companies, freight forwarders, agents, intermediate consignees, and banks. The Supplier shall re-screen such parties on a regular basis, including before engaging in any trade or financial transactions with such parties.

##### Export Controls

The Supplier shall determine which export control law(s) apply to its goods, software/source code, and technology, and how such items are classified under the applicable export control



regime. The Supplier shall obtain export licenses or authorizations as necessary for the export, reexport, or transfer of goods, software/source code, or technology. The Supplier shall comply with the terms and conditions of any export licenses or authorizations.

#### Anti-Boycott

The Supplier shall not participate in or cooperate with an international boycott not supported by the United States. The Supplier shall report the receipt of unsanctioned boycott requests, even if the Supplier does not comply with the request.

#### Imports/Customs

The Supplier shall ensure that goods are properly classified and declared, that the appropriate amount and type of duties and other charges are paid to import authorities, and that all necessary transaction and import records are accurately prepared and filed, and appropriately retained.

The Supplier must comply with the Global Trade Controls Policy and should refer to the policy for further guidance.

#### *Insurance coverage*

The Supplier is obliged to ensure that there are accurate and complete insurance policies covering its operations, services, and products.

#### *Confidentiality*

By accepting this Code, the Supplier agrees to comply with the confidentiality obligations in its agreements with the Company. In no event shall the Supplier misuse or disclose any information that may qualify as personal data, confidential business and affairs of the Company, insider information of the Company's present and future business operations, or other information the confidentiality of which is protected by law.

#### *Privacy and Security*

Privacy is a human right, and the Company is thus committed to respecting and safeguarding (individual) data privacy. The Supplier agrees to collect, use, hold, and process data carefully, responsibly, and according to applicable laws and regulations, as well as to take adequate security measures. Personal information must be:

- Used lawfully, fairly, and in a transparent way;
- Collected only for valid purposes and not used in any way that is incompatible with those purposes;
- Relevant and limited to what is necessary in relation to the purposes for which they are processed;
- Accurate and where necessary kept up to date;



- Kept only as long as necessary for the purposes which the personal data is processed; and
- Processed in a manner that ensures appropriate security of the personal data.

The Supplier should refer to the Privacy Policy for detailed guidance.

#### *Use of reference*

The Supplier shall not advertise or publish any information relating to the Company or business relationship between the Parties without prior written approval of the Company, or unless explicitly agreed upon by the Company and the Supplier.

#### VI. Compliance and Sanctions

##### *Continuous improvement and management systems*

The Supplier is required to have appropriate management systems to enable adherence to this Code. The functioning and quality of the management system shall be in proportion to the size, complexity, and risk environment of the Supplier's business. This means that the Supplier shall adopt a systematic approach to the assessment, mitigation, and management of risks, measurable performance targets, and monitoring and follow up of them. In addition, adequate communication and training about the requirements should take place.

##### *Breach reporting*

Violations of the Supplier Code or Company policies have the potential to adversely affect the Company's business and reputation, exposing the Company, and individual violators to fines, penalties, civil damages, and imprisonment. This can result in serious consequences for stakeholders, investors, customers, other business partners, and communities.

The Supplier is encouraged and obligated to promptly report any violations of this Code, Company policies, and/or laws to the Supplier's main contact at the Company, or report anonymously and confidentially to the Company's Legal Department via Quorum Software's Whistleblower System: <https://www.integritycounts.ca/org/quorum>.

If a violation of the Supplier Code or related policy is discovered or reported, the Company will take appropriate steps to address the matter and help prevent a similar issue from happening again. Actions inconsistent with the Supplier Code must be promptly corrected and may be subject to sanctions. In event of material breach, the Company is entitled to terminate any and all agreements immediately. Please refer to the Company's Whistleblower Policy for further guidance on reporting violations.

#### VII. Communication and Auditing

The Supplier shall provide the Company with necessary information, and allow the Company or its representatives access to the Supplier's relevant premises and documentation in order to



verify that the Supplier, its that its directors, officers, employees, temporaries, relevant affiliated companies, and subcontractors comply with this Code.

The Supplier undertakes to provide all necessary information of its management systems, environmental performance, and all other relevant information to verify compliance with this Code at least once a year to the Company for reporting systems.

The Supplier and the Company state that they will actively seek ways for further improvement in the areas of sustainability.

The content of this Supplier Code shall be reviewed on an ongoing basis.

#### VIII. Deviations

Deviations from this Code must be approved by the Legal Department.

Approving deviations/changes of a purely technical nature is within the authority of the Legal Department.

Procurement shall be responsible for tracking the deviations in a reliable manner.

#### IX. Change History

| <b>Version</b> | <b>Change Date</b> | <b>Approved By</b> |
|----------------|--------------------|--------------------|
| 1.0            | May 31, 2021       | CFO – Clay Myers   |
|                |                    |                    |