

# **Partner Code Of Business Conduct & Ethics**

**Effective Date: October 2020 (Version 1)**

This Code applies to all iCOVER Group Partners (subcontractors, including but not limited to company and individual partners, vendors, suppliers, contractors, freelancers)

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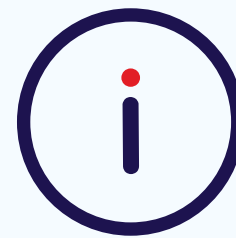
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# / Introduction

The foundation of iCOVER's culture lies in our history and values. For more than 15 years, we have delivered vital information and expertise that empowers our customers all over the world to make informed decisions. We use our many strengths to fulfill this purpose.

We believe that iCOVER, and by extension, its Partners, should always conduct ourselves and our business openly, honestly and in compliance with all applicable laws. Our reputation is built on the actions of our employees as well as of our Partners, and therefore, the way we behave every day is paramount.

Our common success should be based on an aligned vision of shared values and following a consistent standard of conduct. When we rely on these values to consistently guide us, we ensure that iCOVER lives up to the high expectations of its customers and authorities, paving the way for innovation and growth.



**We all have a responsibility to uphold our reputation, ethics, and quality of our services.**

**This Code of Business Conduct and Ethics (the “Code”) contains the standards that our Partners should embrace and commit to, when conducting business on behalf of iCOVER.**

These best practices are not meant to be exhaustive and cover every possible issue that may arise but instead, you should treat them as guiding principles to help you make the right decision in any situation you may face and according to the highest levels of integrity.

**iCOVER expects its Partners to implement policies and procedures to ensure that the Partner's subcontractors comply as well with the standards set out in this Code and with applicable laws and regulations.**

# / Business Integrity And Compliance With Applicable Laws

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iCOVER seeks mutually beneficial long-term relationships with its customers, partners, suppliers, contractors, regulators and other third parties based on ethical, respectful, and trustworthy practices.



**Therefore, Partners must always perform their work and services with transparency and integrity, ensuring compliance with all applicable laws, rules, and regulations, including but not limited to:**

- International anti-corruption & anti-bribery laws
- Privacy and Data Security laws and standards
- Export and sanctions laws and regulations that may apply
- Anti-trust and fair competition laws

**When the Partner faces a conflict of laws where some local regulations or customs might be less stringent than the requirements set out by iCOVER (or vice versa), the Partner should promptly alert iCOVER and the stricter principles shall apply.**

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## / Conflict Of Interest

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A “conflict of interest” is where our personal interests conflict with the interests of our organization, a situation which could affect our ability to act objectively. As it relates to our Partners, a conflict of interest could potentially arise if you and/or your immediate family member (such as your spouse, your parents or children who live with you):



- Have a direct or indirect ownership or financial interest in an iCOVER company or hold a position as director, officer, legal representative at iCOVER, or if you are a close relative of a past or present employee of iCOVER,
- Hold a direct or indirect financial interest at an iCOVER customer or competitor,
- Have close relationships with Government Officials whom you interact with on behalf of iCOVER in the course of providing your services.

**Partners must make full disclosure of any potential conflicts or even the appearance of a conflict of interest so that iCOVER may apply the appropriate risk mitigating measures.**

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# / Anti-Corruption

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iCOVER expects its Partners to take a zero-tolerance approach to bribery and corruption. We are committed to complying with all applicable anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act 2010 and the French Sapin II Law of 2016.

We expect the same strong diligence from our Partners.

Bribery is when a person offers, promises or gives another person a benefit directly or indirectly (e.g. through a third party) intending that benefit to influence that person to perform their job improperly, or as a reward for doing so. Asking for, agreeing to receive or accepting such a benefit is also bribery. It does not matter if the bribe is offered or accepted by a third party. It is still a bribe.

For example, a lavish gift offered to a business partner or a Public Official can be perceived as or even hide bribery when it is susceptible to influence the other party to start or retain a business relationship with you.

**Partners are therefore prohibited from offering any gifts to Public and Government Officials.**

Gifts to private persons such as clients or suppliers should be modest in nature, not overly recurrent and always be appropriate to the business context.

**Our Partners must not offer nor accept a bribe in any form on any portion of a contract payment or use other routes or methods to provide improper benefits to private or public persons in the course of providing its services to iCOVER.**

Moreover, Partners must not make a facilitation payment to any government, public official, or other persons in positions of authority able to exert improper influence on business transactions or individuals responsible for making decisions in the course of business.

**Products and services provided by our Partners and the way they are provided, must comply with the highest ethical standards and with all applicable laws.**

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## / Anti-Money Laundering

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Money laundering is the process by which funds generated through criminal activity (such as terrorism, drug dealing or fraud) are processed through commercial transactions in order to hide the source of the proceeds, avoid reporting requirements or evade taxes.

**Our Partners need to follow the best standards and practices in fighting money laundering and the financing of terrorism by implementing thorough internal due diligence procedures** to ensure the Partner's suppliers and subcontractors are not implicated in any fraudulent schemes and that the Partner is not directly or indirectly complicit of any improper or criminal activity.

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# / Protecting Confidential Information And Intellectual Property

Partners must not share any confidential information with anyone, including individuals within their organization, unless there is a legitimate need to know and you are expressly authorized to do so by iCOVER. Confidential information includes some of iCOVER's most valuable assets, such as the following:

- Trade secrets;
- Pricing policies and information;
- Business or strategic operating plans and outlooks including merger, acquisition or divestiture plans;
- Nonpublic information about iCOVER, our employees, customers or business partners;
- Nonpublic information about another organization or person that we learn about in the course of our business and that you may process when you do work on behalf of iCOVER;
- New product, brand or marketing studies, developments, plans or forecasts;
- Customer data, including contact details, specifications, preferences and subscription lists;
- Contracts and agreements, that you may be informed of, including terms such as expiration dates, any exclusivity provisions and financial conditions;
- Legal information, including data or information covered by legal privilege;
- Data that iCOVER has a legal or contractual obligation to protect (e.g., credit card data, healthcare records or personally identifiable information);
- Information about our IT systems and infrastructure

**Partners must keep confidential and restrain from any public communication about your involvement with iCOVER, unless expressly authorized in writing, by iCOVER.** Where permitted by law and agreed upon in a service agreement, Partners should assign all intellectual property rights to iCOVER upon completion of the services and take all necessary actions to protect them.

**Partners must recognize and protect the intellectual property rights of iCOVER, and especially not use it them any way that would infringe any copyright, licensing, and intellectual property laws.**



## / Data Protection & Privacy

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Many countries have data protection and privacy laws and regulations that govern the collection, use, retention and transfer of certain information about individuals. This is a rapidly changing area of law, and **Partners are expected to regularly monitor regulations in their own countries and inform iCOVER of future amendments to local legislation that may occur.**

**Partners are expected to have established information security, privacy policies and practices to protect data and confidential information, whether it belongs to you, your employees, your customers such as iCOVER or to your suppliers.**

**This means that you must:**

- Read, understand and follow iCOVER's policies concerning the handling of personal data, where required;
  - Collect, use, retain and transfer data and information about individuals in accordance with applicable data protection and privacy laws and regulations, as well as comply with your contractual obligations to iCOVER;
  - Obtain proper authorization before sharing any confidential or personal information, which might include obtaining written authorization from iCOVER and/or signing a nondisclosure agreement;
  - Immediately report to iCOVER any actual or suspected breach or unauthorized access and use of iCOVER furnished personal data and confidential information.
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## / Accurate Financial Information & Managing Records

**Partners must ensure all iCOVER related transactions are properly included in the books and records of the Partner and available for audit. All accounting records must be reliable, true, and in compliance with all applicable accounting standards.**


Strong accounting controls that our Partners are encouraged to implement must prevent any attempt to create false or misleading records or conceal information from the company's auditors or regulatory agencies.

Physical or electronic documents and records relating to iCOVER should be stored and disposed of according to strict legal and regulatory requirements. In fact, records kept past their disposal dates can create information security, privacy or legal risks.

As iCOVER's Partner, you must:

- Protect physical and digital records from loss, damage or deletion, and back them up regularly;
- Use the proper storage methods advocated by the highest industry standards;
- Retain all records related to any pending or threatened litigation or government investigation, as instructed by iCOVER. Partners should be aware that it may be a criminal offense to destroy or falsify documents or e-mails related to a legal proceeding;
- Dispose of all records according to iCOVER's or iCOVER's customer's instructions





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## / Human Rights & Labor Practices

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Partners must commit to the highest international principles most notably set out by the United Nations Declaration of Human Rights, which is a necessary foundation for social development and economic progress.

**iCOVER is committed and requests its Partners to adhere to the standards of the International Labor Organization's Declaration on Fundamental Principles and Rights at Work, including its core labor conventions to eliminate forced, compulsory, unreported or child labor; to eliminate discrimination in employment and occupation; and, respect for freedom of association and collective bargaining.**

As iCOVER has, Partners should commit to fair and equal treatment in human resources matters and ensure that personal dignity is always preserved in the workplace.

iCOVER's Partners must never tolerate:

- Any forms of discrimination based on gender, age, religion, marital status, race, national origin, citizenship status, sexual orientation, disability, disease, pregnancy, trade union and/or political affiliation;
  - Any acts or threats of violence, intimidation or hostility in the workplace, whether directed at colleagues, business partners, customers or visitors.
  - Harassment of any kind and bullying at the workplace, including verbal, physical, visual or sexual.
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## / Workplace Health & Safety And Environmental Responsibility

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iCOVER expects its Partners to maintain a working environment that is clean, healthy and safe.

**To prevent dangerous safety conditions in workplaces, Partners should comply with both the letter and the spirit of all applicable occupational and environmental health and safety laws.**

Partners should require that all employees, contractors, and vendors abide by safety regulations and practices including those applicable to the areas of office safety, emergency readiness, professional injury and illness, sanitation, and hygiene.

Partners should undertake their best efforts to mitigate the various safety hazards, pertaining to the working environment.

Partners are expected to be environmentally responsible by adopting good environmental practices for offices, equipment, and consumption of resources and by supporting practical measures and policies to protect and preserve the environment in the countries where you operate.

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# / Reporting Of Concerns & Misconduct

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**We encourage our Partners to report actual or suspected illegal or unethical behavior to their iCOVER point of contact.**

The Legal & Compliance Department will investigate any material violation of this Code or the Law. Investigations will be conducted promptly and thoroughly, and confidentiality will be maintained to the fullest extent possible. The Legal & Compliance Department will maintain records of any reports or complaints, tracking their receipt, from investigation and to resolution.

Proven violations may result in prompt corrective actions undertaken by iCOVER to remedy non-compliance or inappropriate behavior, including termination of the relationship with the Partner.

**You may also raise your concern or complaint to the Group Compliance Officer by e-mail ([compliance@icover-services.com](mailto:compliance@icover-services.com)) or by post (to iCOVER – 16/18 rue Gaillon, 75002, Paris, France). Please include all relevant information and supporting documents.**

All reasonable efforts will be made to determine the relevant facts behind any reported violation and bring the investigation to a timely conclusion. Any Partner who becomes involved in an investigation is required to cooperate.

**iCOVER will not tolerate any retribution or retaliation taken against any Partner who has, in good faith, asked for advice or reported questionable behavior or a possible violation of the Code and/or the Law.**

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## / Legal Notice

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This Code serves as a reference to you as an iCOVER Partner. iCOVER reserves the right to modify, suspend or revoke this Code and any and all policies, procedures, and programs in whole or in part, at any time, with or without notice. iCOVER also reserves the right to interpret this Code and these policies in its sole discretion as it deems appropriate. Neither this Code nor any statements made by any Partner of iCOVER, whether oral or written, confer any rights, privileges or benefits of an employee of iCOVER, create an entitlement to employment at iCOVER, establish conditions of employment, or create an express or implied employment contract of any kind between the Partner, as an independent contractor, and iCOVER.

In addition, all Partners should understand that this Code does not intend to conflict in any way with the terms and conditions agreed upon between the Partner and iCOVER within an existing contract. This Code supplements itself to the contractual arrangement already in place with the Partner, which shall prevail in the event of a conflict.

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# / Certification

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Each Partner covered by this Code is required to have an authorized representative certify that they have read and understood the Code, committing the Partner to the highest compliance and ethical standards.

I certify that I have read, understood, and agree to abide by the standards and principles set forth in this Code. Any non-compliance or violation of the Code or the Law, may cause my relationship with iCOVER to be terminated.

**Signed by Authorized Representative (First/Last Name/Position and Signature):**

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