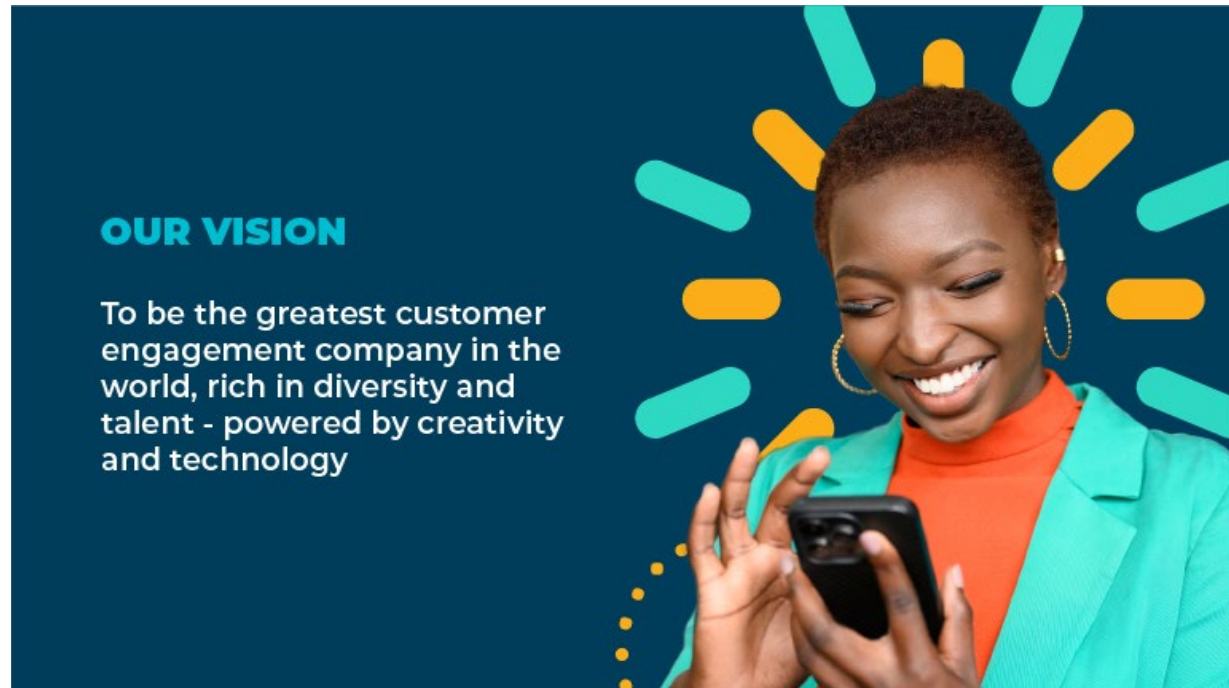


**Table of Contents**

- Introduction to Concentrix**..... 2
- Introduction to this Supplier Code of Conduct** ..... 3
- Scope and applicability** ..... 3
- Definitions** ..... 3
- Management Commitment**..... 4
- Ethical Conduct**..... 4
- Compliance with Law** ..... 4
- Environment, Social & Governance** ..... 4
- Environment**..... 4
- Social**..... 5
- Harassment and Discrimination** ..... 5
- Modern Slavery, Forced and Child Labor**..... 5
- Health & Safety in the Workplace**..... 6
- Governance** ..... 6
- Anti-Corruption**..... 6
- Provision and Receipt of Gifts** ..... 7
- Conflict of Interest** ..... 7
- Client Codes of Conduct**..... 7
- Data Protection and Security Policy**..... 7
- Government, Media and Investor Relations**..... 8
- Background Check**..... 8
- Insurance** ..... 8
- Record Accuracy and Retention**..... 8
- Corporate Governance** ..... 8
- Conflict Minerals**..... 8
- Training on Obligations under this Code of Conduct**..... 9
- Certification of Compliance & Audit**..... 9
- Monitor Compliance & Report Violations**..... 9
- Acknowledgement & Acceptance Form**..... 10

# Introduction to Concentrix

We are Concentrix, a global customer engagement company.



## OUR VISION

To be the greatest customer engagement company in the world, rich in diversity and talent - powered by creativity and technology



## OUR CULTURE

We are **NOT** here for the **STATUS QUO!**

We are **CHANGING THE GAME** in our pursuit of **EXCELLENCE.**

We are **FIGHTING FOR** better brand **EXPERIENCES.**

Championing our **PEOPLE.**

Acting with **INTEGRITY.** Collaborating **CONSTRUCTIVELY.**

Always with **EXEMPLARY CHARACTER!**

We win only when our **CLIENTS WIN.**

We are *One* team, *One* Company.

# Introduction to this Supplier Code of Conduct

As part of our Doing Right DNA and culture, Concentrix is focused on responsible sourcing and ensuring a clean supply chain. Towards this end, this Supplier Code of Conduct sets forth the minimum standards of business conduct that is expected from all Suppliers of Concentrix.

By accepting any Purchase Order from Concentrix, the Supplier (hereinafter referred to as “Supplier”) agrees to comply with the principles and provisions in this Supplier Code of Conduct in addition to the terms and conditions set out in the Purchase Order and any Agreement that may be executed between Supplier and Concentrix. The Supplier also agrees to apply these principles to its own supplier relationships and agreements to the extent they support the Supplier’s work on behalf of Concentrix. Finally, the Supplier agrees that Concentrix and/or its representative(s) may conduct reasonable audits and /or inspections of its compliance with this Supplier Code of Conduct and that the Supplier will, on request, provide records to demonstrate compliance with this Supplier Code of Conduct and provide written certification of its compliance, to Concentrix. The Supplier will promptly cure any deficiency identified by the audits and inspections. Non-adherence to this Supplier Code of Conduct may result in termination of business relations by Concentrix with such Supplier, at the sole discretion of Concentrix.

## Scope and applicability

This Supplier Code of Conduct shall apply to all Suppliers, sub-contractors and their partners (Tier 2 Suppliers).

The Supplier shall at all times, comply with this Supplier Code of Conduct in all countries in which they operate. It is the responsibility of the Supplier to ensure that its employees, relevant affiliated companies, and subcontractors are informed about the content and comply with the requirements.

## Definitions

**Supplier:** Supplier means any company/person/legal entity who enters a contractual obligation with Concentrix to provide goods or services for which the contract has been entered.

**Concentrix:** Concentrix includes all group entities of Concentrix Corporation.

**Supplier Code of Conduct:** Means this Supplier Code of Conduct applicable to all Suppliers of Concentrix across the world.

**Sanctions:** US and international laws and regulations that prohibit Concentrix from doing business with targeted/sanctioned countries, entities or persons who have been listed as a result of government restrictions (“Prohibited Parties”),

**Tier 2 Supplier:** Means Direct Suppliers, Sub-contractors or Partners of the Supplier in the supply chain for the products and services provided to Concentrix.

## Management Commitment

The Supplier must commit to adopting or establishing a management system designed to ensure compliance with this Supplier Code of Conduct and applicable laws and regulations consistent with the Universal Declaration of Human Rights and also to undertaking regular identification and mitigation of related operational risks, and facilitation of continuous improvement.

## Ethical Conduct

All Suppliers are expected to uphold the highest moral and ethical values in all their business dealings.

## Compliance with Law

The Supplier is required to maintain all valid licenses, permits, authorizations or registrations required under applicable laws and regulations and to comply with all applicable laws, rules and regulations of each and all of the territories where it carries on its business, including without limitation, laws related to employment and labor, anti-discrimination, anti-harassment, the environment, anti-bribery and anti-corruption. The supplier is prohibited from engaging with sanctioned prohibited parties.

## Environment, Social & Governance

Suppliers with whom Concentrix has significant spend will be required to obtain a Business Sustainability rating from Ecovadis or an equivalent body (equivalent body will be subject to Concentrix approval). Any supplier who fails to meet the minimum requirements will be required to provide an action plan to improve their rating.

## Environment

Concentrix expects its Suppliers to commit to environmental sustainability with a particular focus on Climate, Waste and Ecosystems impacts to work to reduce negative impacts on the natural environment (for example: implementation of best practices to minimize air, water, noise pollution and conservation of natural resources), and taking affirmative steps to protect the environment.

The Supplier shall be required to adhere to all laws in connection with environmental pollution and protection laws applicable to its business and take all steps to measure, monitor and reduce its carbon footprint and impact on the environment. It should also ensure it provides goods/services in a sustainable manner, to help conserve the environment.

In line with the UN Global Compact, Suppliers should support a precautionary approach to environmental challenges. The key to a precautionary approach, is prevention rather than remediation, it is more cost-effective and environmentally beneficial to take early action to ensure that environmental damage does not occur than to remediate after the fact.

Similarly, suppliers should encourage the development and diffusion of environmentally friendly technologies. By implementing environmentally friendly technologies and technological innovations a company can reduce the use of raw materials leading to increased efficiency and increased competitiveness whilst making a positive impact on their environment.

## **Social**

### **Harassment and Discrimination**

Concentrix is committed to providing a work environment free of unlawful harassment and discrimination. The Supplier shall ensure its workplace is free from unlawful harassment and discrimination based on pregnancy, childbirth or related medical conditions, race, religion, creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, gender, sexual orientation, or any other basis or class protected by applicable law. The Supplier shall provide equal employment opportunities and treat applicants and employees without illegal bias. The Supplier shall also ensure that nothing discourages or prevents their staff from exercising their right to representation, freedom of association and/or collective bargaining.

### **Modern Slavery, Forced and Child Labor**

Compliance with human rights norms embedded in various laws is an essential part of supporting the Supplier's commitment to abide by Modern Slavery laws. The Supplier shall ensure that it will be compliant with the provision of the Modern Slavery Act, 2015 (UK) and Modern Slavery Act, 2018 (Australia) and other similar laws regarding prohibition and eradication of modern slavery practices. More specifically, in line with the International Labor Organisation (ILO), an Agency of the United Nations, the Supplier shall not directly or indirectly use, support, or engage forced or compulsory labor or encourage or support slavery or human trafficking. All labor shall be voluntary, and workers shall be engaged in accordance with applicable law including; working hours, remuneration, terms and conditions and shall be free to

leave upon reasonable notice. The Supplier shall not employ any person who is below the minimum legal age for employment.

## Health & Safety in the Workplace

The Supplier will comply with all applicable health and safety policies and with all applicable laws to ensure safe, secure and healthy work surroundings.

## Governance

As we work to formalize inclusion of diversity and environmental sustainability as factors in our Supplier selection decisions, we may request at any time a description and supporting evidence illustrating how each of the following factors improves social responsibility and environmental sustainability:

- a. Supplier Business Strategy and Policy
- b. Supplier Targets and Incentives
  - i. For Supplier's company leaders
  - ii. For Supplier's staff
- c. Supplier's Performance and Supply Chain Performance driving positive social and environmental outcomes

Our Suppliers will be treated fairly and equally during the tendering and purchasing process, with decisions made based on clear selection criteria.

Concentrix also expects each Supplier to cascade similar expectations in its own supply chains:

- Diversity, equity, and inclusion in the workforce
- Diverse-owned businesses such as Minority/Veteran-Owned Businesses and Women Owned Businesses in its supply chain
- Environmental sustainability in operations and onward through supply chains

## Anti-Corruption

Concentrix has zero-tolerance for bribery and corruption. Suppliers are required to ensure compliance with applicable anti-corruption/anti-bribery laws such as the United States Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act, and shall not unlawfully pay, authorize to pay, offer or promise money or anything of value (such as bribes, kickbacks, entertainment or gifts) to any employee, official or representative of any government or public or international organization, political candidates or political parties or the family of any such official for the purpose of obtaining or retaining business, or securing an improper advantage. This requirement applies to both direct and indirect payments, to any third party or intermediary where there is reason to believe that it will be passed on for the foregoing purpose.

## **Provision and Receipt of Gifts**

The Supplier shall not directly or indirectly pay or provide anything of value to employees of clients or vendors to obtain or retain their business or influence their decisions on behalf of their employer. Employees of the Supplier may not accept or solicit anything of value from present or prospective suppliers in connection with activities conducted on behalf of Concentrix. Such employees may, however, accept gifts, entertainment or other courtesies that are not excessive and are consistent with reasonable standards in the business community.

## **Conflict of Interest**

The Supplier and its employees shall not take any action or have interests that may create a conflict of interest with the provision of goods or services to Concentrix. If a Supplier becomes aware of an actual or potential conflict of interest, the Supplier will promptly notify Concentrix and support Concentrix in taking required action to remediate the situation.

## **Client Codes of Conduct**

Concentrix may be under an obligation with one or more of its clients, to abide by such client's code of conduct and to apply it to its business dealings with Suppliers. In such case, Concentrix's provision of any work to the Supplier in support of such client, will be subject to the Supplier agreeing to abide by any terms of the client's code of conduct that are not otherwise covered by this Supplier Code of Conduct.

## **Data Protection and Security Policy**

The Supplier shall be required to ensure compliance with all laws, directives, government and/or regulatory guidance and industry best practices providing for the collection, processing, protection, transfer, access, and storage of personal information in the countries they operate in and the jurisdictions where services are provided to Concentrix. Suppliers providing services that require the handling of personal or sensitive information shall have adequate and demonstrable data protection and security governance in place. All such information must be kept confidential and protected from unauthorized access, destruction, use, modification, and disclosure through the implementation of appropriate technical and/or organizational measures. The Supplier may be required to inform Concentrix of its security measures from time to time and shall ensure that its sub-processors have equivalent safeguards in place. Concentrix may ask the Supplier to sign a separate Data Protection Agreement, if needed.

## **Government, Media and Investor Relations**

The Supplier shall not initiate any form of publicity or make any statement or submission to investors, the media or government referring to Concentrix without first obtaining prior written permission from Concentrix (except where required by Government or under the law).

## **Background Check**

Prior to engaging with any selected Supplier, Concentrix may choose to conduct or request a background verification check, including but not limited to sanctions checks and credit checks of the Supplier and/or its proprietor/directors.

Failure to clear the background check shall be considered as non-compliance with the terms and conditions of the Supplier Code of Conduct and may result in termination of business relation with Concentrix.

## **Insurance**

Supplier may be required to obtain insurance depending on the nature of the goods and services provided. Upon request, the Supplier shall provide the insurance certificate to Concentrix.

## **Record Accuracy and Retention**

The Supplier shall ensure that business records relating to Concentrix are accurate and fairly reflect all business transactions and ensure that such records are securely retained for the period required by law and produced on reasonable request from Concentrix.

## **Corporate Governance**

All Suppliers are expected to comply with applicable corporate governance regulations and ensure transparency and high ethical governance across its business and organization.

## **Conflict Minerals**

Conflict Minerals are certain minerals that originate from various conflict-affected and/or high-risk countries, whose natural resources include minerals that are in high demand either locally and globally. The minerals trade can be used to finance armed groups; fuel forced labour and other human rights abuses, and support corruption and money laundering. These so-called 'Conflict Minerals' such as tin, tungsten, tantalum and gold, also referred to as 3TG, can be used in everyday products such as mobile phones and cars or in jewelry.



The Supplier shall abide by the requirements under any laws, convention, rules, regulations or provisions in connection with use, purchase and sale of 'Conflict Minerals' and no product supplied to Concentrix may contain or include any such Conflict Minerals.

## **Training on Obligations under this Code of Conduct**

The Supplier will conduct appropriate training and education for its employees on an annual basis regarding their obligations under laws and this Supplier Code of Conduct, including but not limited to applicable laws related to anti-corruption, prevention of modern slavery and forced labor, unlawful harassment and discrimination in the workplace.

## **Certification of Compliance & Audit**

The Supplier may be required by Concentrix to certify its compliance with the terms of this Supplier Code of Conduct, or may be required to undergo an audit by Concentrix or its nominees/representatives to evidence its compliance with the terms of this Supplier Code of Conduct. In the event of such audit identifying any substantial non-compliance on part of the Supplier, the Supplier shall be required to bear the cost of such audit and remedy such non-compliance at no extra cost to Concentrix. Concentrix shall be entitled to terminate its relationship with the Supplier for non-compliance or failure to remediate a non-compliance if it so deems fit.

## **Monitor Compliance & Report Violations**

Concentrix expects its Suppliers to have controls and processes in place that are designed to facilitate compliance with the law and this Supplier Code of Conduct. Concentrix encourages its Suppliers to provide an anonymous complaint mechanism for its employees, agents, and subcontractors to report violations of this Supplier Code of Conduct. A Supplier must protect any individual, who reports violations in good faith, from retaliation.

All Suppliers are expected to promptly report any identified or suspected violations of the law or this Supplier Code of Conduct to <https://integritycounts.ca/org/concentrix> and provide reasonable assistance to any investigations by Concentrix of an actual or suspected violation of this Supplier Code of Conduct.

## **Acknowledgement & Acceptance Form**

**(To be signed by Authorized Signatory of the Supplier at the time of onboarding the Supplier and then, on an annual basis, at the request of Concentrix)**

I \_\_\_\_\_ [name], \_\_\_\_\_ [designation]  
of \_\_\_\_\_ [Supplier name] hereby confirm  
that I have read and understood the Concentrix Supplier Code of Conduct and  
further confirm that we are compliant with the provisions of the Supplier Code  
of Conduct, as applicable to us and understand that any contravention/breach  
of the Supplier Code of Conduct may lead to termination of any contract and  
removal from Concentrix's list of suppliers, contractors & consultants. I further  
agree to provide such documents to evidence compliance with applicable  
laws, as may be required by Concentrix from time to time. I confirm that we  
are not subject to bankruptcy, insolvency, winding up proceedings, or have  
had assets administered by a liquidator or court.

Signature

Name of signatory

Supplier Name

Date

Place