

# exertis

## Supplier Code of Practice

## Introduction

At Exertis, we aim to develop successful long-term relationships with all our suppliers.

We will work with you constantly to ensure that your products are brought to market in the most effective manner possible and that buyers of your products receive a high standard of support.

We want to build this relationship on a sustainable basis – one that works for you and works for us in the long-term. So, it's important that while everything we do is commercially-focused, it is also ethical and legal. Taking this approach protects your business and reputation as much as our own. We are committed to this approach in every area of our activities.

To help us to achieve this, we have developed this Code of Practice setting out the key ethical and legal standards that apply to the business we do together. Please ensure that you take suitable steps to meet the standards set out in this Code, including by bringing it to the attention of the members of your team that we deal with.

Following the standards in this Code will allow us to develop a business relationship that is sustainable in the long-term. Any person who is dealing with us, at any level of seniority, should feel free to raise concerns about whether these standards are being met by Exertis. They can contact me directly or they can use our dedicated email address [doing-the-right-thing@exertis.com](mailto:doing-the-right-thing@exertis.com). We will treat all notifications confidentially to the maximum extent we can. We will also ensure that no person who raises a concern will lose out as a result. If you have concerns, we want to know about them.

### **Niall Ennis**

Managing Director  
Exertis

Area	Expected Standards
Bribery & Corruption	<p><b>Principle:</b> Neither of us will get involved in bribery or any other forms of corrupt activity.</p> <p><b>What This Means:</b> Bribery may exist where a person does not act in the best interests of the organisation they represent because of some personal benefit they have received or hope to receive from a third party. So, any gifts or hospitality that we offer or receive must be proportionate and in compliance with our Anti-Bribery &amp; Corruption Policy. Any bonus arrangements for sales people that we agree to must be transparent, fair and agreed to by all the businesses in question and not with any sales people individually.</p>
Confidential Information	<p><b>Principle:</b> Neither of us should share confidential information inappropriately or use confidential information that we should not have.</p> <p><b>What This Means:</b> While we always want to hear about developments in the marketplace, we do not want to receive confidential information that we should not have, for example about our competitors' sales or commercial plans. While we can always provide advice and support in relation to the sales of your products, we will not share with you any confidential information that we may have about competitors. Equally, we will not share any confidential information that we have about you with your competitors. We expect you to act in an equivalent way in relation to disclosing confidential information about our competitors or us. If either of us happen to receive confidential information that we should not have, we will notify the sender immediately and return or delete the information.</p>
Competition Law	<p><b>Principle:</b> We will both take all steps necessary to ensure that we are fully compliant with applicable competition (anti-trust) laws.</p> <p><b>What This Means:</b> We will not share confidential information about you with any of your competitors. We will also not share with you confidential information we may have about any of your competitors. Equally, you should not share with us any confidential information that you have about our competitors. And in turn you should not share confidential information you have about us with any of our competitors. It is against the law for us to agree with you what price we will sell your products at or to have any agreement or arrangement that puts a floor on the prices we sell them at. The same also applies to our customers. It is against the law for us to tell them what price they can sell your products at or to require or incentivise them to keep their prices above a certain level. All Exertis businesses focus on their national territories. However, we operate in a single market in the EU, allowing customers to approach any seller they want. This means that while you may appoint us as your distributor for a territory in the EU, it is illegal for us to agree that we will never accept passive orders from customers. These are orders where a customer from outside our territory approaches us. We need to make an independent decision on whether we do business with them. If you have a properly-structured reseller/retailer incentive programme in place (based on clear gold/silver/bronze or similar criteria), we will work within that. But otherwise, we are not allowed to agree restrictions on what customers we sell to within the EU. Equally, our customers are free to use and re-sell your products anywhere in the EU. We are not generally allowed to place restrictions on what they do with your products other than if export controls or embargoes (see below) apply. Because we operate in a single market, our customers must always be free to sell online or advertise online your products to customers within the EU. We will both ensure that we have provided suitable training on relevant competition (anti-trust) laws to relevant employees within our businesses.</p>

Area	Expected Standards
Conflict Minerals	<p><b>Principle:</b> We will not sell products that contain restricted "conflict minerals".</p> <p><b>What This Means:</b> The US Government has introduced restrictions on the use of minerals from several countries which suffer from conflict. Similar rules may be introduced in EU law in the future. We rely on you to ensure that any products we buy from you do not contain conflict minerals and, in particular, are subject to the full requirements of US and any future EU laws on this subject.</p>
Data Protection	<p><b>Principle:</b> We will both collect and use personal information carefully and in compliance with relevant data protection laws.</p> <p><b>What This Means:</b> Sometimes, due to the services we are providing, we may have access to the personal information of consumers who are dealing with you. If you have any specific requirements in relation to this information, you must let us know in advance. If you do not advise of any specific requirements, we will keep that information for a limited period after we receive it so that we can fulfil the order and deal with any queries, but then we will delete it.</p>
Employment, Health & Safety and Human Rights	<p><b>Principle:</b> The people who make the products we sell must be treated in compliance with local employment laws, health &amp; safety laws and their human rights must be respected.</p> <p><b>What This Means:</b> We will both ensure that our employees are treated fairly, in compliance with all applicable laws and regulations, including in relation to non-discrimination, fair wages, working time, occupational health &amp; safety and freedom of association.</p>
Environmental Protection	<p><b>Principle:</b> We will both comply with all laws and regulations that support the protection of the environment.</p> <p><b>What This Means:</b> We will both ensure that our activities are conducted in compliance with all applicable laws and regulations, including in relation to licences for building and emissions, transport standards, packaging reduction and carbon reporting.</p>
Export Controls & Embargoes	<p><b>Principle:</b> We will ensure that the products we sell are not used in breach of applicable export controls and embargoes.</p> <p><b>What This Means:</b> Governments in the UK, elsewhere in the EU and in the US maintain restrictions on the sale of certain types of technology products to certain countries or parties. You must check and advise us if any of the products you sell are subject to restrictions. Where we are carrying out order-fulfilment for you, you must check and advise us if any of your customers are subject to restrictions.</p>

Area	Expected Standards
Intellectual Property	<p><b>Principle:</b> We will not sell products that deliberately or clearly infringe the intellectual property rights of any third party.</p> <p><b>What This Means:</b> We will both respect the intellectual property rights of third parties by only using trademarks, designs and technology that have been legitimately acquired and licensed.</p>
Product Safety and Labelling	<p><b>Principle:</b> Every product we sell must be safe and meet relevant labelling requirements.</p> <p><b>What This Means:</b> You must ensure that any product you sell us is safe for the purpose for which it is intended.</p> <p>You must also ensure that where any product appears to be unsafe that we are notified immediately.</p> <p>You must also ensure that all applicable UK and EU standards in relation to the packaging of your products (including the use of the "CE mark") are met.</p>

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