

**This Supplier Code of Conduct sets forth the principles and standards of conduct that Infovista expects Suppliers, their employees, subcontractors and sub-Suppliers to meet during the provision of goods and services to Infovista. Any query about the interpretation and application of this Code can be emailed to [procurement@infovista.com](mailto:procurement@infovista.com)**

## **1. Introductions**

- 1.1. Code means this Infovista Supplier Code of Conduct
- 1.2. Infovista means any company belonging to Infovista Group. Infovista Group includes any majority owned subsidiary of Infovista S.A.S., based in 23 Avenue Carnot, 91300 Massy, France.
- 1.3. Infovista Team means each and all Infovista employees, directors, or member of her/his family.
- 1.4. Supplier (or Suppliers) means any individual or company who is providing products or services to Infovista in accordance with a Contract.
- 1.5. Supplier Team means each and all Supplier's employees, directors, consultants, subcontractors and sub-suppliers who are engaged to deliver products or services to Infovista.
- 1.6. Contract means any written commitment between Infovista and Supplier, such as a purchase order issued by Infovista and accepted by the Supplier, an agreement signed by both parties.

## **2. This Code in a nutshell**

Supplier represents that it shall :

- 2.1. abide by all applicable national and international trade laws and regulations including but not limited to antitrust, trade controls, and sanction regimes;
- 2.2. consider business integrity as the basis of business relationships;
- 2.3. prohibit all types of bribery, corruption and money laundering;
- 2.4. forbid gifts that aim to influence business decisions or otherwise encourage them to act contrary to their obligations;
- 2.5. respect the privacy and confidential information of all your employees and business partners;
- 2.6. protect business and personal data from misuse;
- 2.7. provide products and services which do not breach any third party's IP Rights;
- 2.8. support the protection of internationally proclaimed human rights;
- 2.9. fight forced labor (including modern slavery and human trafficking) and child labor;
- 2.10. uphold the freedom of association and the right to collective bargaining in accordance with applicable laws;
- 2.11. treat your employees with respect and provide a workplace free of harassment or abuse of any kind, harsh and inhumane treatment, unlawful practices or discrimination related to sex, sexual orientation, religion, ethnic group;
- 2.12. enable your employees and other stakeholders to report concerns or potentially unlawful practices at the workplace;

- 2.13. comply with minimum wages and working hours in accordance with local laws, and ensure compensation of a living wage according to local living conditions;
- 2.14. implement an appropriate internal system, which facilitates compliance with applicable laws, regulations, and standards;
- 2.15. comply with all applicable environmental, health and safety regulations;
- 2.16. promote the safe and environmentally sound development, manufacturing, transport, use and disposal of your products;
- 2.17. ensure by using appropriate management systems that product quality and safety meet the applicable requirements;
- 2.18. protect your employees' and neighbors' life and health, as well as the general public at large, against hazards inherent in your processes and products;
- 2.19. use resources efficiently, apply energy-efficient and environmentally friendly technologies and reduce waste, as well as emissions to air, water and soil;
- 2.20. ALL these subjects shall be elaborated In the following paragraphs**

### **3. Bribe**

- 3.1. Bribe is asking or giving something in order to influence a decision. Bribing is prohibited by applicable statutory Laws in almost all jurisdictions worldwide.
- 3.2. Infovista is firmly opposing any bribery or attempt to bribe, also in case there is no specific anti-bribery law in the country where the Contract is executed. In the context of this Code, a bribe occurs at the moment it has been offered, no matter whether it has been accepted or rejected.

### **4. Gift policy**

- 4.1. In some cases a gift can conceal an attempt to bribe. Infovista does not intend to assess whether, in a specific case, a gift is to be intended as a bribe, therefore this gift policy applies anyway.
- 4.2. Infovista discourages Suppliers from offering or giving to Infovista's individuals any gifts, as defined below, that influence, or appear to influence, the performance of their duties or assist Supplier in obtaining undue or improper advantage.
- 4.3. The following is a non exhaustive list of gifts, provided by way of example : invitation to lunch or diner paid by the Supplier, cash, credit, loan, any merchandise, hotel accomodation, flight tickets, club subscription, vouchers of any kind (merchandise, fuel, SPA services, education, entertainment), discounts, gratuities.
- 4.4. This policy is breached by simply offering a gift, therefore it is not required to provide the evidence that this gift has been accepted nor that it has influenced or may have influenced the award of a contract.
- 4.5. In parallel, Infovista forbids its employees, as well as members of their immediate families, from accepting gifts from Suppliers doing business with or seeking to do business with Infovista.
- 4.6. The following gifts of a modest value that are customarily associated with the maintenance of ongoing legitimate business relationships are excluded from this prohibition:
- 4.7. promotional items, mementos, souvenirs, advertising novelties not exceeding the value of ten Euros;

- 4.8. small items of food and beverage not exceeding the value of ten Euros;
- 4.9. business events hosted by the Supplier and open for “all” its Customers and not specifically for Infovista Team.

## **5. Conflict of interest**

5.1. Conflict of Interest (COI) - exists whenever there is any actual or potential personal involvement between any Infovista individual and the Supplier’s Team, including the respective family members.

5.2. By way of example, a COI could be any of the following scenarios :

- 5.2.1. Supplier’s Team and Infovista Team have family connections;
- 5.2.2. Supplier hires, or offers to hire, a family member or a friend of an Infovista individual;
- 5.2.3. Infovista hires, or offer to hire, a person of the Supplier’s Team or a member of his/her family.

5.3. The above example of COIs need to be examined on a case by case basis, because the COI occurs only when at least one of people involved, is actually in a position to influence a decision to finalize a Contract.

5.4. Infovista expects Suppliers to exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with Infovista's interests, or the appearance of a conflict of interest that may compromise the exercise of independent judgment during the execution of work for or on behalf of Infovista specifically.

5.5. While engaged in Infovista-related work, Supplier shall not engage in any activity that creates a conflict of interest, or the appearance of a conflict of interest, with Infovista or in any way compromises the work that Supplier is contracted to perform on behalf of Infovista.

5.6. A conflict of interest can arise if actions are taken or if there are interests that may make it difficult for Supplier to perform Infovista-related work objectively and effectively.

5.7. Any potential conflicts shall be disclosed to Infovista and written concurrence obtained that states Supplier is allowed to remain in a situation that could be perceived as a conflict.

5.8. Close personal relationships between Supplier workforce members and Infovista employees responsible for monitoring Supplier's performance should be avoided in order not to compromise the exercise of independent judgment, or lead to claims of a conflict of interest. To avoid these problems and to foster a positive work environment, Supplier shall report to Infovista any close personal relationships that result, or could result, in a conflict with this Code.

## **6. Fair Trading**

6.1. Infovista believes in fair competition and expects Suppliers to comply with all applicable antitrust or fair competition laws and regulations.

6.2. Supplier shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of fair competition laws or antitrust laws that govern the jurisdictions in which it conducts business.

6.3. Supplier shall make any reasonable effort to offer a price which is competitive and aligned with the market standards at the time the Contract is awarded.

## **7. Price transparency and Warranty for products**

7.1. Supplier shall include in its offer all information which are necessary to evaluate the whole deal. In particular it will display ALL costs which are related to Supply and shall not conceal any cost which is reasonably necessary to complete the supply in a standard scenario.

7.2. Supplier shall include in its offer for any product a warranty for at least one year, during which the Supplier shall fix any malfunctioning.

7.3. The costs of the Maintenance for subsequent years should also be included in the proposal.

## **8. Health and Safety Management**

8.1. The safety of the public, employees and Suppliers is Infovista's highest priority. Working safely and in compliance with all applicable safety rules, laws, standards, regulations, procedures, and rules of this Code of Conduct is a condition of engagement as a Supplier to Infovista.

8.2. Minimum health and safety expectations and requirements are set forth below. Additional Infovista requirements specific to the work undertaken by a Supplier may be specified in the relevant contract based on the assessed level of risk with the scope of works being undertaken.

8.3. Supplier shall identify and manage all potential public safety risks and hazards associated with any activity, service or product deployed in the execution of a service for or on behalf of Infovista.

8.4. Supplier shall identify and manage all potential occupational health and safety risks and hazards associated with any activity, service or product deployed in the execution of a service for or on behalf of Infovista (e.g. via risk assessments and job safety analysis). Appropriate control measures shall be developed, implemented and monitored based on the minimum requirements of the Applicable Rules.

## **9. Labor Issues and Human Rights**

9.1. Infovista expects its Suppliers to know and uphold the human rights of all workers, whether temporary or contract employees and to treat all their workforce members with dignity and respect, providing them with safe and humane working conditions.

9.2. The Supplier undertakes NOT to hire any child labour force, even if this practice is tolerated or permitted in the country where the Supplier is based.

## **10. Software developer**

10.1. Although Infovista does not require as mandatory any quality certification, if the Supplier is engaged to develop software, it will provide a service with a level of quality consistent with the top industry standards, such as ISO/IEC 25000:2005 and/or the Consortium for Information & Software Quality™ (CISQ™).

## **11. Hardware**

11.1. Hardware means any physical equipment or appliance, delivered by the Supplier.

11.2. Supplier shall ensure that the hardware is not harmful for the consumer. In particular it shall not include any hazardous, radioactive, toxic material, nor any material which may cause overheat or explosion.

11.3. All external surfaces shall be properly sanitized againsts germs and viruses before packaging.

11.4. If the Supplier is not the actual manufacturer, the Supplier shall obtain the necessary certificate from the manufacturer.

11.5. Supplier shall ensure that all the products and components do not contain Conflict Minerals. Conflict Minerals are natural resources extracted in a conflict zone and sold to perpetuate the fighting. Conflict Minerals means (at the date of this Code) cassiterite, wolframite, columbite, gold and other rare metal mined from illegal mine, especially for gold, tantalum, tin and tungsten, "as long as" they are mined or processed in Conflict Areas such as the Democratic Republic of the Congo (DRC), South Sudan, Central African Republic, Angola, Zambia, Tanzania, Burundi, Rwanda, Uganda, Republic of the Congo. This list can change as situation evolves.

11.6. Electrical and electronic equipment (EEE) waste. Supplier shall comply with all provisions related to EEE waste applicable in the country where the product is manufactured AND where the product is delivered.

## **12. IP Rights**

12.1. Supplier shall not provide any product or service in breach of third party's IP Right.

## **13. Company Records and Disclosures**

13.1. Accurate records and disclosures are critical to Infovista meeting its legal, financial, regulatory and management obligations. Supplier shall ensure that facts are never misstated or material information omitted to Infovista, and that all records, disclosures and communications to Infovista are full, fair, accurate and timely. Supplier shall retain for at five years all records related to any Contract with Infovista .

## **14. Confidential Information**

14.1. All information of whatever kind (including proprietary and trade secret information) disclosed by or on behalf of Infovista by any means whatsoever is confidential information.

14.2. Revealing confidential or protected information obtained while working for Infovista is a violation of this Code of Conduct, Infovista contractual requirements and potentially the law. Supplier shall report to Infovista any suspected data breach immediately following detection.

## **15. Engagement with External Parties**

15.1. Supplier shall neither disclose the contractual relationship with Infovista nor the scope of the contract to third parties unless written consent is provided by Infovista.

15.2. News Media: No Supplier shall engage with the media to disclose any information related to the commercial relationship with Infovista and/or represent Infovista unless written consent is provided by Infovista.

15.3. Social Media: Supplier shall have processes in place to ensure that the use of social media by their workforce or representatives does not negatively affect Infovista's reputation. Processes should specifically ensure against the following:

15.4. Representation of any content in any social media regarding Infovista without prior written approval from Infovista.

15.5. Posting content about Infovista employees, stakeholders, Suppliers or affiliates that is derogatory or in contravention of any standards in this Code of Conduct.

15.6. Posting photographs or video of non-public areas of Infovista's premises, processes or operation is prohibited without prior approval from Infovista.

15.7. Use of Infovista's logo or proprietary graphics in a way that suggests representation of Infovista is prohibited without prior approval from Infovista.

## **16. Infovista Assets**

16.1. Infovista assets such as computers, telephones and mobile phones, fax machines, copy machines, conference rooms, vehicles, equipment, tools and similar assets are for Infovista's use only, unless explicit permission to use them has been secured in advance from Infovista.

## **17. Computer and System Security**

17.1. Suppliers who have access to Infovista's information systems are responsible for ensuring the security of those systems by identifying and complying with applicable Infovista information and cyber security policies and standards available from Infovista. Applicable requirements include ensuring the following:

17.2. Computer accounts, passwords and other types of authorization are assigned to authorized users and must not be shared with or divulged to others. Authorized users will be held accountable for all actions taken on their system with their user identification.

17.3. Internet access is not used to conduct personal business, play computer games, conduct political campaigns or for personal gain.

17.4. Inappropriate or pirated content is not stored on Infovista equipment nor transmitted through Infovista network.

17.5. Only approved, authorized and properly licensed software is used on Infovista computer systems.

17.6. No attempts are made to circumvent or attack security controls on a computer system or network.

17.7. Infovista-issued equipment is protected from unauthorized access and theft at all times, including locking the computer screen when the computer or laptop is left unattended.

17.8. Violations of any of the above may result in termination of Supplier's assignment with Infovista.

17.9. Records Retention. If Supplier generates or receives information, data and/or records pertaining to Infovista as a result of the work performed by Supplier, Supplier must ensure that those records are returned back to Infovista pursuant to the fulfillment of Infovista's requirements.

17.10. Management Systems. Supplier shall support compliance with this Code of Conduct by establishing pertinent policies and processes appropriate for the nature and scale of operations.

## **18. Supplier Concerns about Infovista Team**

18.1. The standards of conduct described in this Code of Conduct are critical to the ongoing success of Infovista's relationship with the Supplier. If the Suppliers feel that any member of Infovista Team is not consistent with this Code, Infovista encourages them to report such concerns to the Infovista Legal Department [legal@infovista.com](mailto:legal@infovista.com)

18.2. All reported concerns are handled confidentially and can be submitted anonymously. Infovista prohibits retaliation against a Supplier who raises a concern or is involved in an investigation and will investigate any reports of retaliation and take the appropriate action.

**19. Sourcing Concerns about Infovista Team**

19.1 Infovista is NOT sourcing minerals (tin, tantalum, tungsten, gold) that fund armed groups in the Democratic Republic of Congo and adjoining countries.

19.2 To the extent applicable to each Infovista's supplier, Infovista expects that suppliers shall set up a policy in place and implement a system to trace the origin of tin, tantalum, tungsten, and gold supplied to Infovista, following the template developed by the Responsible Minerals Initiative. Suppliers are encouraged to report any ethical concerns or policy violations, as outlined at <https://www.pgsupplier.com/en-US/png-values/report-a-concern>.