
Become SoftServe's supplier:

SUPPLIER'S ELIGIBILITY & CODE OF CONDUCT

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softserve

PURPOSE

This document pertains to suppliers of all legal entities operating under the brand “SoftServe” (hereinafter – SoftServe, we).

This document outlines SoftServe’s Supplier expectations with regard to conducting business and working with customers, partners, government/ government agencies, communities, and the general public.

The SoftServe Supplier Code of Conduct (“SCoC”) establishes company standards for ethical business practices and regulatory compliance. It is assumed that suppliers engaged in business with SoftServe will comply with these standards.

The underlying objective of this SCoC is to establish a basis for responsible procurement practices through regular dialogues and ongoing working relationships. In the event of a violation of the SCoC, SoftServe reserves the right to take corrective actions, including (but not limited to) initiation of business relationship suspending and/or termination.

COMPLIANCE WITH THE SUPPLIER CODE OF CONDUCT

Suppliers are responsible for communicating the provisions of this SCOC to their employees, suppliers and any sub-contractors. Suppliers are expected to enforce the COC with their employees and any sub-contractors.

Suppliers and their associates, contract workforce, agents, and subcontractors (collectively referred to as “Suppliers”) must adhere to this Supplier Code of Conduct while conducting business with SoftServe.

Suppliers must promptly inform their SoftServe contact when any situation occurs causes the Supplier to operate in violation of this Code of Conduct.

All SoftServe Suppliers must conduct their employment and business practices in full compliance all the laws and regulations of the countries in which it operates and comply with SoftServe requirements, which may exceed local legal requirements.

In situations where SoftServe’s requirements are more stringent than local legal requirements, suppliers must meet the more rigorous SoftServe requirements.

While SoftServe Suppliers are expected to self-monitor and demonstrate their compliance with the SCoC, SoftServe may audit Suppliers or inspect Suppliers’ facilities to confirm compliance. Suppliers that behave unlawfully or inconsistent with the SCoC, or any applicable SoftServe policy, are at risk for taking corrective action, including (but not limited to) initiation of business relationship suspending and/or termination.

LEGAL AND REGULATORY COMPLIANCE PRACTICES (GOVERNANCE)

Suppliers must conduct their business activities in full compliance with all applicable laws and regulations while conducting business with and/or on behalf of SoftServe, and must, without limitation, meet the following requirements:

Trade

Comply with all international and local rules, regulations, and controls on any technology transfers (physical and electronic), exports, re-exports, and imports.

Antitrust

Conduct business in full compliance with antitrust and fair competition laws that govern the jurisdictions in which they conduct business.

Anti-Corruption

Conduct business in full compliance with the anti-corruption and anti-money laundering laws that govern the jurisdictions in which they conduct business.

Suppliers must report to their SoftServe contact signs of any personnel, representative, or partner displaying unethical behavior or engaged in bribery or kickbacks.

Accessibility

Preference is given to Suppliers that comply with the most recent international accessibility standard Web Content Accessibility Guidelines (WCAG).

BUSINESS PRACTICES AND ETHICS

Suppliers will conduct business with integrity commit as follows:

Business Records

Honestly and accurately record and report all business information in compliance with all applicable laws regarding their completion and accuracy. Create, retain, and dispose of business records in full compliance with all applicable legal and regulatory requirements.

Communication

Be honest, direct, and truthful in discussions, with all stakeholders including with regulatory agency representatives and government officials.

Business Courtesies, Gifts, and Gratuities

A business courtesy is a gift (whether in money or other things of value) provided to a business partner. In certain situations, the exchange of limited, non-cash business courtesies may be appropriate.

Suppliers shall not seek to improperly influence the decisions of SoftServe and its associates by offering business courtesies. In general, gifts or hospitality may be given by a Supplier, only if the gift:

- Has a modest value and does not create a perception (or an implied obligation) that the giver is entitled to preferential treatment of any kind.
- Would not influence, or appear to influence, the ability of SoftServe associates to act in the best interest of SoftServe.
- Would not embarrass SoftServe or the giver (Supplier) if disclosed publicly.
- The following type of gifts are never appropriate and should not be given or accepted:
 - Cash, gold or other precious metals/gems, high-value items, etc.
 - Items which are prohibited under all the laws and regulations of the countries in which it operates.
 - Gifts which are in the nature of a bribe, payoff, kickback.
 - Gifts in the form of services or other non-cash benefits such as a promise of employment.

Conflict of Interest

Full disclosure is expected during the initial contract discussion and should reveal any relationship with current or prior SoftServe associates.

Suppliers must not deal directly with any SoftServe associate whose spouse, domestic partner, another family member, or relative holds a financial interest in the Supplier.

Engaging Subcontractors

Obtain written consent from SoftServe before engaging a subcontractor to fulfill Supplier's obligations to SoftServe, if required by SoftServe in the respective Agreement or otherwise. In any case, Supplier will remain responsible before SoftServe for any actions, goods, services of its subcontractor as for its own.

HUMAN RIGHTS AND FAIR LABOR PRACTICES

SoftServe expects its Suppliers to comply fully with all employment laws, share its commitment to respect human rights, provide equal opportunity in the workplace, and take adequate measures to remedy any adverse human rights impacts. All SoftServe Suppliers must, without limitation:

Non-Discrimination

Suppliers must have implemented non-discrimination practices and policies.

This includes but is not limited to a business environment that is free of discrimination, bullying, harassment, and retaliation.

Supplier should not unfairly discriminate on any ground, including race, religion, caste, color, ancestry, marital status, gender, age, nationality, sexual orientation, ethnic origin, veteran status, disability, or any other category protected by applicable law.

Suppliers' hiring and employment practices should ensure an equal opportunity environment inclusive of legally required accommodations for disabilities.

Child labor

Supplier commits it will not engage in the use of Child labor under any circumstance. Suppliers must not employ anyone under the legal minimum working age for employment. Suppliers are required to have a remediation plan in place to ensure that Suppliers follow international standards, local legal requirements, in the event of any child labor found. SoftServe will not do business with any Supplier that uses legitimate youth employment or apprenticeship programs fraudulently or deceptively. Suppliers must prohibit associates under 18 from performing work that is likely to jeopardize their health or safety, such as night work, overtime, heavy lifting, and working with toxic or hazardous materials.

Forced Labor and Trafficking in Persons

All Suppliers, including without limitations, recruiters, employment agencies, and recruitment firms, are prohibited from using forced labor and trafficking in persons. All forms of forced labor are not permitted, including indentured labor, bonded labor, or any other form of forced labor. Support for or engagement in any form of human trafficking or involuntary labor through threat, force, fraudulent claims, or other coercion is not permitted.

Suppliers must have a voluntary labor compliance plan in place that provides provisions for training Supplier personnel and raising their awareness of issues related to forced labor, and details what remediation the Supplier will provide in case of any violations. All suppliers must inform associates, agents, recruiters, contractors, and subcontractors about Supplier's policies prohibiting human trafficking and provide training and programs to promote awareness, risk identification, associate reporting, corrective action, and potential penalties for violations.

Employment Conditions

Suppliers must prohibit the use of misleading or fraudulent practices during the recruitment or employment process. Suppliers must disclose, in a format and language accessible to the associate, basic information regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, living conditions, housing and associated costs (if any), any other expenses to be charged to the associate, and any hazards involved in the work. Such disclosures must be made before the associate enters employment and as needed throughout their term of employment.

Professional Conduct

Suppliers must not engage in physical abuse or discipline, nor should there be a perceived threat of physical, sexual or other type of abuse harassment. Verbal abuse or other forms of intimidation are prohibited. Disciplinary policies and procedures in support of these requirements should be clearly defined and communicated to associates.

Standard Hours of Work

Suppliers are prohibited from requiring associates to work more than the maximum hours set by international standards and local and national laws. Statutory amounts of time off including sick leave should be observed.

Collective Bargaining

Suppliers must respect associates' rights to freedom of association, collective bargaining, and peaceful assembly (including the right to refrain from such activities) pursuant to local legislation.

Grievances

Suppliers must provide associates with grievance procedures for raising workplace concerns, including harassment and discrimination, to management's attention for appropriate resolution. Suppliers must review these reporting procedures periodically. Suppliers shall not retaliate by any means including personal attacks, intimidation, or other threats against associates who act to raise workplace concerns, inclusive of infringement of associate rights under local legal requirements or international standards.

HEALTH AND SAFETY

Suppliers are required to develop and implement health and safety management practices in all areas of their business. Without limitation, Suppliers must:

- Comply and implement a process to ensure that their associates comply with all applicable occupational health and safety laws and regulations and mandatory standards, including but not limited to requirements that address occupational safety, emergency preparedness, occupational injury, and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food, and housing.
- Provide a safe and healthy work environment for all associates, take action to minimize the causes of hazards inherent in the working environment, and implement controls to protect sensitive populations, including pregnant women/nursing mothers and associates under the age of 18, from the workplace health and safety risks.
- Establish an occupational health and safety management system that, at a minimum, demonstrates that health and safety management is integral to the business, allows for leadership and encourages associate participation to set policy, roles, responsibilities, and accountabilities, provides for risk and hazard identification and assessment, and provides appropriate communication channels for associate access to health and safety information.
- Establish and implement business continuity plans that address topics, including but not limited to natural disasters, pandemics, workplace incidents, emergencies, and other potential business interruptions.

ENVIRONMENTAL PROTECTION AND COMPLIANCE

Suppliers are expected to share SoftServe's commitment to respond to climate change and to protect the environment. As a part of this commitment, all SoftServe Suppliers will agree to:

- Comply with all applicable environmental laws and regulations, including but not limited to laws and regulations that regulate hazardous materials, air, and water emissions, and wastes and rules, regulations, and customer requirements regarding the prohibition or restriction of specific substances in manufacturing or product design.
- Develop and implement effective environmental management systems that support identifying risks, establishing environmental objectives and achievement plans, measuring, and monitoring performance, and driving continual improvements to mitigate or minimize environmental impacts emanating from its operations.
- Supplier agrees to conform to all SoftServe requirements regarding product and packaging labeling, material content, recycling, and disposal as directed by SoftServe in their business contracts.
- Obtain and maintain all required environmental permits, regulatory approvals, and registrations.
- Ensure proper waste and resources consumption management aimed at prevention or reduction of all waste types, including water discharges and energy losses, by implementing appropriate conservation measures in Supplier facilities using conservation-minded maintenance and production processes and implementing strategies to reduce, reuse, and recycle materials (in that order), whenever possible, before disposal.
- Identify any chemicals or other harmful materials, substances that may be released, and which may pose a threat to the environment, and manage such chemicals or materials, substances appropriately to ensure their safe handling, movement, storage, use, reuse, recycling, and disposal.

DATA PROTECTION AND INTELLECTUAL PROPERTY

Suppliers will respect intellectual property rights, protect confidential information, and comply with privacy rules and regulations. All Suppliers must, without limitation:

- Respect and protect the intellectual property rights of all parties by only using information technology and software that has been legitimately acquired and licensed.
- Use SoftServe-provided information technology and systems (including email) only for authorized business-related purposes. SoftServe prohibits Suppliers from using SoftServe -provided technology and systems to create, access, store, solicit, or send any intimidating material, harassing, threatening, abusive, sexually explicit, or otherwise offensive or inappropriate, or transmit any false, derogatory, or malicious communications. Any solicitation of SoftServe associates using information gathered from SoftServe provided technology or systems is prohibited.
- Comply with the intellectual property ownership rights of SoftServe and others, including but not limited to copyrights, patents, trademarks, and trade secrets. Manage the transfer of technology and knowledge in a manner that protects intellectual property rights.
- Follow all local privacy and data protection laws.
- Provide clear and accurate privacy notices when collecting or processing personal data.
- Honor privacy choices by using data only as agreed to by SoftServe representatives or SoftServe's customers.
- Protect data by building secure products and services.
- Protect SoftServe's confidential information. Supplier shall use SoftServe's confidential information only for the purposes of performing its obligations before SoftServe. Supplier shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of SoftServe's Confidential Information. Supplier shall not provide SoftServe's confidential information to third parties. Supplier can provide SoftServe's confidential information to its associates on a need-to-know basis.

NORTH AMERICAN HQ

+1 866 687 3588 USA
+1 647 948 7638 Canada

EUROPEAN HQ
+44 (0) 800 302 9436

info@softserveinc.com
www.softserveinc.com

softserve