

AiFi Vendor Code of Conduct

Overview

AiFi Inc. (“AiFi”) is committed to helping customers achieve their business strategies and providing outstanding goods and services (“Services”) worldwide. Customers depend on AiFi’s ability to find innovative solutions to complex business issues, and at AiFi, we recognize that our Vendors are critical to our success. To provide our Services responsibly, we require you, our Vendors, and everyone you work with to share our commitment to meeting our principles and working at the same high standards.

For purposes of this Vendor Code of Conduct (the “Code”), a “Vendor” means all suppliers, vendors, distributors, channel partners, agents, contractors, and all other third parties and affiliates of AiFi with whom AiFi engages to provide any Services.

Scope

AiFi is dedicated to conducting business in a legal, ethical, and responsible manner. This Code sets forth AiFi’s fundamental ethical and business conduct requirements for its vendors. It is not intended to be an exhaustive list of all requirements to be followed by Vendors but rather a high-level overview of such requirements. All references to “laws” in this Code mean all applicable laws, regulations, directives, rules, decrees, and governmental orders.

Principles

- **Anti-Bribery/ Corruption**

Vendor is expected to compete strictly based on the merits of its products and services. Vendor should not offer, promise, authorize, or provide, directly or indirectly, anything of value (including, without limitation, business gifts or courtesies) with the intent or effect of inducing anyone (including, without limitation, a Company customer, Company employee, or higher tier or sub-tier supplier) to forego their duties and provide an unfair business advantage to the Company, Vendor, or others.

Accordingly, Vendor will encourage its employees, representatives, and subcontractors to comply with all Laws relating to anti-corruption, anti-money laundering, and the prevention of fraud and other financial crime (including tax evasion and its facilitation), including the United States Foreign Corrupt Practices Act, in all of the locations in which any affiliated business or associate of Vendor provides products or services, directly or indirectly, and any other countries, states, or municipalities in which Vendor conducts business.

No one from AiFi will ever request money, goods, or services as part of a bid or contract process. If you ever receive such requests, please contact the AiFi Compliance Team at compliance@aifi.com.

- **Anti-Money Laundering**

Money laundering by the Vendor is strictly prohibited. “Money laundering” means the process by which individuals or organizations try to conceal illicit funds or make these funds look legitimate. The laws in certain countries require the Company to report suspicious activity. If the Vendor deals directly with Customers, the following examples may be indications of potential money laundering:

- attempts to make large payments in cash;
- payments by someone who is not a party to the applicable contract;
- requests to pay more than what is provided by the contract;
- payments made in currencies other than those specified in the contract;
- payments from an unusual account; and transactions forming an unusual pattern or many repetitive cash payments.

If the Vendor suspects a transaction in which it participates has money laundering indicators, insider trading, conflicts of interest, or fraud, please contact the AiFi Compliance Team at compliance@aifi.com.

- **Unfair Business Practices**

Vendor must refrain from engaging in any illegal anti-competitive conduct or deceptive trade practice for any reason, whether on behalf of the Company, Vendor, or others.

Accordingly, Vendor must never rig bids, fix prices, or provide or exchange competitively sensitive information (including, without limitation, price, cost, and technical data) of its customers, the Company, Vendor, or others with competitors or clients of the Company or of Vendor. Vendor must also refrain from abusing its market power, whether for its own benefit or for the benefit of others, by refusing to deal fairly, engaging in predatory or discriminatory pricing practices, conditioning the sale or provision of a product or service with that of another product or service, or undertaking similar abusive tactics. Vendor must not engage in other deceptive or unfair market practices, whether on behalf of the Company, Vendor, or others. Further, the Vendor must never misrepresent the products or services of the Company, Vendor, or others. Similarly, the Vendor must never denigrate the competitors of the Company or of the Vendor or their products or services.

- **Data Security, Confidentiality and Accuracy**

The vendor is expected to protect the confidential, proprietary, and personal information it handles or otherwise processes by implementing appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including, without limitation, the risk of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to such information (each, a “Data Breach”). Vendors should only engage other vendors, suppliers, and subcontractors who ensure the same technical and organizational security level.



Without undue delay, the Vendor will notify AiFi at compliance@aifi.com of any known or suspected Data Breach and will work with AiFi and, if applicable, law enforcement to contain the breach and determine a root cause.

The vendor must make all information reasonably requested available to the Company and its clients or customers to investigate and remedy such breaches and ensure compliance with all obligations under applicable laws.

Vendors are expected to create and maintain complete and accurate records to ensure accountability and must not alter or omit any record to conceal or misrepresent the information, event, or transaction documented. Records must be retained and deleted in accordance with applicable Laws.

Vendors must not make false representations concerning any AiFi transactions, including misrepresentations of fact (whether written or oral), and the promotion or use of false documentation such as non-genuine customer purchase orders, fraudulent or forged contracts, or other false or inaccurate records.

All personal data provided by vendors to AiFi will be processed in accordance with AiFi's privacy policy, which is available on the [AiFi website](#).

- **Labor Standards**

Vendors will conduct themselves in a way that respects all human rights and will comply with International Labor Organization standards and all applicable anti-slavery and human trafficking laws and not use any slave, bonded, child, illegal, or compulsory labor.

- **Gifts and Entertainment**

Vendors shall not give to or receive from any director, employee, or representative of AiFi anything of value or gifts, entertainment, or other favor of material value, or any commission, fee, or rebate, with the intent or effect of inducing anyone to forego their duties and provide unfair business advantage to AiFi, Vendor or others.

- **Data Privacy**

The vendor is expected to comply with all applicable data protection, privacy, and information security laws and regulations (collectively "Data Protection Laws") including, without limitation, such laws pertaining to AiFi's Customers, AiFi's employees or other suppliers, and shall not render any service in a manner that causes AiFi to violate applicable Data Protection Laws.

The Vendor must notify AiFi promptly if it has reason to believe that laws or regulations applicable to the Vendor in the countries, states, or municipalities in which it operates or renders services (whether existing or as a result of changes to

existing laws) either prevent Vendor from, or are likely to have a substantial adverse effect on, Vendor's compliance with applicable Data Protection Laws or the terms of Vendor's contract with AiFi.

- **Health and Safety**

The vendor is encouraged to comply with all health, safety, and security laws of the jurisdictions in which it does business and to limit worker exposure to potential safety hazards (including, without limitation, electrical sources, fire, heat, vehicles, and fall hazards) through proper design, engineering and administrative controls, preventive maintenance, and safe work procedures.

When necessary to perform a job safely, the Vendor is expected to provide workers with the proper personal protective equipment and ensure proper equipment maintenance. Vendor employees should be free to raise safety concerns without fear of retaliation. The vendor is expected to record, track, and report all occupational injuries and illnesses as required by applicable laws and in a manner that will: (i) encourage worker reporting of job-related injuries; (ii) classify and record cases of injury and work-related illness; (iii) provide necessary medical treatment; and (iv) investigate and implement corrective actions to eliminate their causes.

- **Environment and Sustainability**

Vendor is expected to recognize that adverse effects on the environment and natural resources should be minimized to safeguard the health and safety of the public and the planet. To achieve this objective, the Vendor is expected to observe and comply with all applicable environmental laws, including, without limitation, those that relate to:

- i) obtaining and maintaining required environmental permits, approvals, and registrations, as well as complying with applicable operational and reporting requirements;
- ii) the handling, removal, transportation, and disposal of hazardous materials used by the Vendor; and
- iii) monitoring, controlling, treating, and sanitizing air emissions, wastewater, and solid wastes. The vendor is strongly encouraged to seek solutions that promote the efficient use of resources and energy, as well as clean and low-energy solutions.

- **Compliance and Monitoring**

AiFi does not assume any duty to monitor or ensure compliance with this Code. Vendor acknowledges and agrees it is solely responsible for full compliance with this Code by Vendor's directors, officers, employees, representatives, suppliers, contractors, and other business partners.

The vendor will permit AiFi and/or its representatives to assess its compliance with the expectations outlined in this Code when rendering services or furnishing products for



AiFi. Such assessments may include, without limitation, on-site inspection of Vendor facilities and review of related Vendor information, including books, records, certifications, permits, and other documentation evidencing Vendor's compliance with this Code. The vendor must cooperate fully with the Company and promptly correct any non-conformances identified during such assessments.

Vendors must notify AiFi upon becoming aware of any negative or adverse publicity concerning the Vendor's business or any product or service the Vendor provides to AiFi, or any event or circumstance related to the Vendor or its business that could be reasonably expected to cause negative or other adverse publicity concerning AiFi.

- **Raising Concerns**

If this Code conflicts with the terms of any Vendor contract with the Company, and the contract term is more restrictive than this Code, the Vendor must comply with the more restrictive term of the contract.

For questions or concerns about this Code, including its application to specific circumstances in connection with the Vendor's performance of work for AiFi, or to report any suspected violations of this Code, please contact AiFi's Compliance Team at compliance@aifi.com.

May, 2024