

## Overmore Supplier Code of Conduct

Over the course of this code of conduct, references to “you”, “your” and “supplier” mean you and your company (if a sole trader) or the business you work for. References to “our”, “we”, “us” and “Overmore” mean Overmore Limited and/or any of its subsidiaries.

### Introduction

Overmore and its subsidiaries are UK-based limited companies that work alongside organisations in many markets and countries throughout the world. In consideration of this, we respect all applicable legislation in any territories that may apply to us. We are committed to acting ethically in all aspects of our business and to maintaining the highest standards of honesty and integrity.

We expect and require all our business partners, including suppliers, to have the same commitment to ethical behaviour.

Supplying Overmore or any of its subsidiaries denotes your agreement to these terms.

### Supplier Obligations

#### General

1. We expect all our suppliers to use appropriate systems to facilitate and monitor compliance with these standards and adherence to local, national, and applicable international laws. It is the supplier’s responsibility to maintain and enforce these standards within its own supply chain.
2. Both the supplier and Overmore must keep accurate records of all matters related to the business relationship.
3. We encourage our suppliers to demonstrate their commitment to the principles of this code and to have an on-going process of risk management to identify the environmental, health and safety, labour practices and ethical risks associated with their operations.
4. As a service provider, we have obligations towards the data subjects (whose information we process), our clients (and, where applicable) their clients, suppliers, staff, and shareholders. We are committed to fostering strong relationships.
5. We expect and require you not to do or say anything detrimental to our values, reputation or relationships with any of the aforementioned stakeholders.
6. Information about our business shall be communicated clearly, fairly and accurately in a non-discriminatory manner and in accordance with local regulations.

## People

7. You must respect and comply with all applicable legislation concerning the protection of human rights.
8. We will not tolerate discrimination or harassment and are fully committed to promoting equal opportunities in employment. We require that you have equivalent policies in your organisation.
9. You must not discriminate based on age, disability, sex, sexual orientation, race, religion or belief, marriage and civil partnership, pregnancy and maternity or gender/sex reassignment during recruitment or employment.
10. We believe that employment must be freely chosen, enjoyable and rewarding and are committed to encouraging and ensuring a safe working environment where individuals treat one another with courtesy, dignity, and respect. Harassment and bullying are unacceptable to us.
11. We will not conduct ourselves and our business operations in a way which is intended to mislead, including in relation to social, environmental and human rights issues;
12. You confirm that you have equivalent policies in your organisation concerning the above, and that you will respect our workplace and our people during your dealings with us.

## Environment

13. We recognise our responsibility to protecting the environment in all aspects of our work and business. We are committed to reducing our impact on the environment and maintaining high standards of environmental corporate responsibility within all our operations.
14. We are committed to mitigating our environmental impact as a business through our commitment to following environmental preservation objectives:
  - Recycling
  - Energy Conservation
  - Environmental Management Awareness
  - Pollution
15. We are committed to compliance with applicable legal and other requirements that related to our impact on the environment and our environmental health aspects.
16. You confirm that you have equivalent policies in your organization concerning the above, and that you will respect our objectives and values in the course of your dealings with us.

## Modern Slavery

17. You must not use or tolerate in your supply chain any form of modern slavery, military or compulsory labour, child/underage labour, or any form of human trafficking.
18. You must not retain any government issued identification as a condition of employment.

19. You shall respect the rights of individuals to associate or not to associate with any group, as permitted by and in accordance with all applicable legislation.
20. You must ensure that wages paid comply with all applicable legislation.
21. You must ensure that working hours comply with all applicable legislation.
22. You must not tolerate the inhumane treatment of individuals including corporal punishment and abuse.
23. You must provide safe and clean working conditions with procedures in place to ensure that health and safety standards are maintained and comply with all applicable legislation.

### **Confidentiality and Information Security**

24. You, your employees, agents, officers, contractors and any persons (legal or otherwise) not mentioned that exercise significant influence or control (>25% voting rights), shall maintain confidentiality with respect to information relating to our business, our clients, our people, or our other suppliers. You shall not use this information for your own benefit or purpose beyond the aims and/or agreements of the business relationship.
25. Confidential information includes but is not limited to; details about the cost-per-lead, any Overmore clients' identity, any preliminary discussions about business opportunities (including campaigns run through Leadscale and/or AllGroove), and any trade secrets made known during the course of such discussions and during the course of the business relationship.
26. Confidential Information shall also include information provided by one party, which under the circumstances surrounding the disclosure would be reasonably deemed confidential or proprietary.
27. You confirm that you will treat any information provided to you in accordance with its information classification and with the same degree of care as you would of your own information, which shall be at minimum a reasonable degree of care.
28. You shall protect all information against any unauthorised disclosure or misuse.
29. We are committed to protecting consumer, client, and employee data in accordance with all applicable national laws and industry codes.
30. You confirm that you have equivalent commitments in your organisation that cover all information from and relating to our business.
31. You shall treat personal data as confidential and take appropriate organisational and technical security measures to protect such information against unlawful processing or loss.
32. Overmore's supply chain is required not to act or fail to act in a way which would be to the detriment of Overmore's reputation, its commitment to its Information Security Policy or its information security standards.
33. We recommend that members of our supply chain mirror our commitment to Information security best practices and seek to achieve the equivalent security standard and implement supplier management controls.

## Compliance

34. Overmore and its subsidiaries are committed to championing industry standards and ensure full compliance with all applicable Legislations regarding Data Protection and Security, (including by not limited to) the Data Protection Act 2018, GDPR and PECR, as amended from time to time.
35. In pursuit of our objectives, we ensure we keep up to date with all changes in Legislation, pursue replicating all industry best practice guidance provided by relevant industry bodies such as the ICO and DMA.
36. We expect that all members of our supply chain to not do anything to the detriment of our commitment to Privacy and Data Protection, and report to us, any actual or perceived inability to comply with any Legislative obligation that may arise in the performance of work in contract with us, at the earliest possibility.
37. We recommend that members of our supply chain mirror our commitment to Information security best practices and seek to achieve the equivalent security standard and implement supplier management controls.

## Anti-Bribery, Corruption and Money Laundering

38. We will ensure that our staff have access to our Anti-Bribery and Corruption policy.
39. We will not engage in any form of bribery or corruption including:
  - Giving/promising/offering payment, gifts or hospitality with the expectation/hope that a business advantage will be received
  - Rewarding a business advantage already given
  - Accepting payment, gifts or hospitality that we know or suspect is offered with the expectation that it will obtain a business advantage for you or associated third party.
40. We expect you not to engage in any form of bribery or corruption and you must ensure you have equivalent anti-bribery and corruption policies in your organisation.
41. You shall condemn and not tolerate any form of fraud and fraudulent behaviour towards Overmore, its subsidiaries or third parties. This includes theft and money laundering.
42. You shall notify us on the email provided below of any suspicions that Overmore staff have acted in breach of this section.

## Conflicts of Interest and Non-solicitation

43. If an employee of yours is a family relation (spouse, parent, sibling, grandparent, child, grandchild, mother- or father-in-law, or same or opposite sex domestic partner) to an employee of ours or if there exists any other relationship with an employee of Overmore that might represent a conflict of interest, then we shall both be obliged to disclose such a conflict to each other at the earliest opportunity.

44. A conflict of interest also arises if you are approached by a client of Overmore, its agency, their investor or owner, to directly solicit the services that you are providing to Overmore for that client.
45. You must make Overmore aware of any conflict of interest, as defined above or otherwise, at the earliest opportunity.
46. During the term of the business relationship and for two (2) years after its termination or expiry, Supplier will not directly or indirectly, recruit, solicit, discuss employment with, hire, engage or employ employees or agents of Overmore who were materially involved in dealings with the Supplier, without Overmore's prior written consent.

### **Asking Questions and Reporting Breaches**

Suppliers shall submit queries and report breaches to our Compliance team on [compliancesupport@overmore.com](mailto:compliancesupport@overmore.com)