



# KINDUZ

## Code of Conduct

Version 1.1

Release Date: 1<sup>st</sup> December 2017

KINDUZ prides itself with the highest order of ethical and professional conduct in its dealings with its Stakeholders. The code of conduct aims to guide all KINDUZ stakeholders in their day to day dealings with other stakeholders.

The information contained within this document is and shall remain the property of KINDUZ Consulting Inc., USA. This document is supplied in strict confidence and must not be produced in whole or in part, used in tendering or for manufacturing purposes or given or communicated to any third party without the prior consent of KINDUZ Consulting Inc., USA



### Table of Contents

1	Scope.....	2
2	Definitions.....	2
3	Overview .....	2
4	Objective .....	2
5	Our Standards .....	2
5.1	Human Rights.....	2
5.2	Compliance with applicable international, national, state and local laws .....	2
5.3	Forced or compulsory labour .....	3
5.4	Child labour .....	3
5.5	Equality, diversity and inclusion.....	3
5.6	Working hours, employee wellbeing and development.....	3
5.7	Respect for other Stakeholders and dignity .....	3
5.8	Freedom of association.....	3
5.9	Health and Safety.....	3
5.10	Confidentiality and Intellectual Property.....	4
5.11	Anti-Corruption and gifts .....	4
5.12	Unfair business practices .....	4
5.13	Conflicts of Interest.....	4
5.14	Insider Trading .....	4
5.15	Data protection & privacy of personal information .....	5
5.16	KINDUZ Funds and Other Assets.....	5
5.17	KINDUZ Records and Communications.....	5
5.18	Dealing With Other Stakeholders: .....	5
5.19	Prompt Communications .....	5
5.20	Environmental impacts .....	5
5.21	Purchase Order mandatory.....	6
5.22	Security and working on KINDUZ sites.....	6
5.23	Speak-up .....	6
6	Violation Redressal Mechanism.....	6
7	Effective Date.....	7
8	Document Control.....	7



### 1 SCOPE

---

This Code of Conduct policy is applicable to all stakeholders of KINDUZ Globally.

### 2 DEFINITIONS

---

**“Stakeholders”** includes but are not limited to a KINDUZ’s parent, subsidiary, sister and affiliated companies, party’s investors, directors, vendors, partners, suppliers, legal authorities, agents, governments, associates, employees, interns, contractors, consultants, clients and customers, communities that the party supports. The definition also covers any of the above organization’s stakeholders as well.

**“child”** refers to any person under the age of 14 (or 16 where the law of the country requires so), the minimum age for hazardous work is 18.

### 3 OVERVIEW

---

At KINDUZ, we are dedicated to delivering profitable and sustainable growth by working together with our clients to deliver value through our expertise and our business integrity. As a global company operating across the globe, KINDUZ strives to operate in an exemplary manner and uphold the laws and regulations of the countries in which it operates. In addition, KINDUZ also supports local and global initiatives and business standards to enhance the communities in which it lives and operates and to work in a sustainable and ethical manner.

This Policy aims to provide guidance to all stakeholders of KINDUZ on how and which manner should the conduct of stakeholders should be when they are undertaking business on behalf of KINDUZ.

### 4 OBJECTIVE

---

It is important to KINDUZ that all stakeholders of KINDUZ maintain the highest ethical standards, adhere to all applicable laws, anti-corruption laws, and avoid even the perception of impropriety or conflict of interest. Indeed, our standards can be met only with your cooperation and commitment. As a stakeholder of KINDUZ, you agree to abide by the terms of our Code of Conduct, to monitor and audit your compliance with these standards and acknowledge that compliance with these Standards is required to maintain your status as a KINDUZ Stakeholder. You are responsible for ensuring that any subcontractors, agents or other third parties that you engage in your work for KINDUZ, where permitted by your agreement with KINDUZ, will act consistently with these Standards.

### 5 OUR STANDARDS

---

#### 5.1 HUMAN RIGHTS

Stakeholders will respect human rights in dealing with their stakeholders at large. Stakeholders will support the principles of the Universal Declaration of Human Rights.

#### 5.2 COMPLIANCE WITH APPLICABLE INTERNATIONAL, NATIONAL, STATE AND LOCAL LAWS

We recognize that local customs, traditions and practices may differ, but expect as a minimum that our Stakeholders comply with local, national and international applicable laws, including (but not limited to) all anti-corruption, competition, export control, environmental, health and safety, data protection and labour laws and to monitor compliance with applicable laws. We expect Stakeholders to support International Labour Organisation core conventions on labour standards.



### 5.3 FORCED OR COMPULSORY LABOUR

Stakeholders must not use forced, bonded or compulsory labour and employees must be free to leave their employment after reasonable notice. Employees must not be required to lodge deposits, money or papers with their employer, unless required by applicable law.

### 5.4 CHILD LABOUR

Supplier will not use child labour.

The term “child” refers to any person under the age of 14 (or 16 where the law of the country requires so), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Supplier may participate in workplace apprenticeship programs, which comply with all laws and regulations. Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers.

### 5.5 EQUALITY, DIVERSITY AND INCLUSION

Stakeholders will not discriminate in hiring, compensation, access to training, promotion, and termination of employment or retirement on grounds of social, cultural, ethnic or national origins, religious or other beliefs, caste, gender, marital status, pregnancy status, sexual orientation, disability, age, and trade union membership. Stakeholders should promote diversity and inclusion.

### 5.6 WORKING HOURS, EMPLOYEE WELLBEING AND DEVELOPMENT

Stakeholders will comply with all applicable wage and working hours laws and regulations. Workers will not be required to work more than the lesser of the legally permitted maximum number of hours a week or 60 hours a week, including overtime, except in extraordinary circumstances. Workers will be allowed at least 1 day off per 7-day week. Workers will be paid at least the minimum wage and compensated for overtime hours where required by applicable laws and regulations.

Where applicable, Stakeholders should consider promoting work/life balance, training, and personal development of employees.

### 5.7 RESPECT FOR OTHER STAKEHOLDERS AND DIGNITY

Stakeholders will treat other stakeholders with respect and dignity and will not use physical or verbal abuse or other harassment and any threats or other forms of intimidation are prohibited. Stakeholders should conform with our equal opportunity policy in all aspects of their work, from recruitment and performance evaluation to interpersonal relations.

### 5.8 FREEDOM OF ASSOCIATION

Stakeholders will respect the right of their employees to join (or refrain from joining) workers organizations, including trade unions, and entering into collective bargaining, as permitted by law.

### 5.9 HEALTH AND SAFETY

Stakeholders will provide a healthy and safe working environment for all employees, in accordance with international standards and laws. This includes making sure that adequate facilities, training and access to safety information are provided. All applicable health and safety policies, procedures and guidelines must be adhered to. Where Stakeholders work on KINDUZ premises, or on behalf of KINDUZ, for example in the use, handling, transport or disposal of hazardous materials, or the disposal of electronic equipment, they must confirm that they understand their obligations. They must also confirm that they have management processes



and controls in place, and where applicable, agree to be fully responsible for any liability resulting from their actions.

### **5.10 CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

Stakeholders will maintain confidentiality about all KINDUZ confidential and business sensitive information (usually under a Non-Disclosure Agreement) they have access to, in accordance with applicable laws or applicable contractual engagement. Stakeholders will protect all intellectual property belonging to KINDUZ, our customers, other Suppliers and individuals.

### **5.11 ANTI-CORRUPTION AND GIFTS**

As a KINDUZ stakeholder, you understand your obligation to maintain the highest standards of integrity in all business interactions worldwide. All forms of corruption, such as bribery, extortion or embezzlement, are strictly prohibited.

KINDUZ defines bribery or a bribe as “offering anything to obtain an undue advantage.” The offering of “anything” can take many forms, from money (whether in the form of cash, wire transfer or otherwise) to benefits in-kind, such as entertainment, travel, upgrade to first class airfares, side trips to holiday resorts, sponsorship and employment of relatives or friends. The “undue advantage” can take many forms such as a preferential treatment, the conclusion of a contract, the disclosure of confidential information, a customs exemption, or a waiver of penalty following a tax investigation and generally influencing an individual in the exercise of his or her duties.

You will act consistently with KINDUZ’s reasonable directions about anti-corruption policies and will implement adequate procedures for Suppliers’ employees to comply with applicable anti-corruption laws.

As a KINDUZ Stakeholders, unless informed beforehand and approved by KINDUZ management, you will not offer, promise or provide to any KINDUZ employee a kickback, favour, gratuity, entertainment or anything of value to obtain favourable treatment from KINDUZ. KINDUZ employees are similarly prohibited from soliciting such favours from you. This restriction extends to any family members and relatives of both you and KINDUZ employees.

### **5.12 UNFAIR BUSINESS PRACTICES**

Supplier will comply with all applicable competition laws and not fix prices, rig bids, allocate customers or markets or exchange current, recent, or future pricing information with your competitors.

### **5.13 CONFLICTS OF INTEREST**

KINDUZ requires its Stakeholders to be free from any conflicts of interest. A conflict of interest describes any circumstance that could cast doubt on your ability to act with total objectivity about KINDUZ’s interests.

Conflict of interest situations may arise in many ways. If you feel that you have an actual or potential conflict with KINDUZ or any of its other stakeholders, you must disclose such conflict to KINDUZ management.

### **5.14 INSIDER TRADING**

If you are aware of material, non-public information relating to KINDUZ, its business, its customers or any other business partner, you must not buy or sell securities or engage in any other action to take advantage of that information, including passing that information on to others.



### 5.15 DATA PROTECTION & PRIVACY OF PERSONAL INFORMATION

Stakeholders will protect personal data and comply with all data protection laws. Stakeholders will secure KINDUZ data against unauthorized access or use.

### 5.16 KINDUZ FUNDS AND OTHER ASSETS

Stakeholders who have access to KINDUZ funds in any form must follow the prescribed procedures for recording, handling, and protecting money as detailed in the KINDUZ policies and procedures or other explanatory materials, or both. KINDUZ imposes strict standards to prevent fraud and dishonesty. If Stakeholders become aware of any evidence of fraud and dishonesty, they should immediately advise KINDUZ or seek appropriate legal guidance so that the KINDUZ can promptly investigate further.

When a Stakeholders position requires spending KINDUZ funds or incurring any reimbursable personal expenses, that individual must use good judgment on the Organization's behalf to ensure that good value is received for every expenditure. KINDUZ funds and all other assets of KINDUZ are purposed for the KINDUZ only and not for personal benefit. This includes the personal use of organizational assets, such as computers.

### 5.17 KINDUZ RECORDS AND COMMUNICATIONS

Accurate and reliable records of many kinds are necessary to meet the KINDUZ's legal and financial obligations and to manage the affairs of the Organization. The KINDUZ's books and records must reflect in an accurate and timely manner all business transactions. The employees responsible for accounting and recordkeeping must fully disclose and record all assets, liabilities, or both, and must exercise diligence in enforcing these requirements. Stakeholders must not make or engage in any false record or communication of any kind, whether internal or external, including but not limited to:

- False expense, attendance, production, financial, or similar reports and statements
- False advertising, deceptive marketing practices, or other misleading representations

### 5.18 DEALING WITH OTHER STAKEHOLDERS:

Stakeholders must take care to separate their personal roles from their position with KINDUZ when communicating on matters not involving KINDUZ business. Stakeholders must not use KINDUZ identification, stationery, supplies, and equipment for personal or political matters.

When communicating publicly on matters that involve KINDUZ business, Stakeholders must not presume to speak for the KINDUZ on any topic, unless they are certain that the views they express are those of the KINDUZ, and it is KINDUZ desire that such views be publicly disseminated.

When dealing with anyone outside the KINDUZ, including public officials, Stakeholders must take care not to compromise the integrity or damage the reputation of either the KINDUZ, or any outside individual, business, or government body.

### 5.19 PROMPT COMMUNICATIONS

In all matters, relevant to other Stakeholders of KINDUZ, all Stakeholders must make every effort to achieve complete, accurate, and timely communications - responding promptly and courteously to all proper requests for information and to all complaints.

### 5.20 ENVIRONMENTAL IMPACTS

We expect our Stakeholders to conduct their relationship with us, and with our other Stakeholders, in compliance with the KINDUZ Group Environmental Policy Statement set out below:



Our way of working has implications and opportunities for our Stakeholder. For example, we expect our Suppliers and their subcontractors to help us meet our environmental targets, and where appropriate, to participate in our people and community activities.

In every procurement transaction, we will be looking to our supply chain to identify products and services that help us achieve our environmental targets, which include:

- Using more recycled products, or products with a high recycled content
- Improving efficiency in the use of finite or scarce resources (such as energy, water, raw materials)
- Reducing our energy consumption and ensuring energy efficiency
- Minimizing transportation and logistics activity, particularly wasted journeys
- Reducing travel
- Reducing waste and ensuring its proper disposal
- Protecting biodiversity
- Minimizing other environmental impacts such as noise, water and ground pollution
- Where appropriate, our Supplier and product selection procedures consider whole life costs

### 5.21 PURCHASE ORDER MANDATORY

KINDUZ operates to a “Purchase Order Mandatory” policy so that we will order products or services with the issue of a Purchase Order and payment will only be made when a reference is made to a valid Agreement number. Stakeholders should not start work without a formal Agreement. If you do start work without an agreement, KINDUZ may not pay you.

Exceptions to this policy must be agreed and approved with KINDUZ Group Procurement before entering a business relationship.

### 5.22 SECURITY AND WORKING ON KINDUZ SITES

You shall conduct your business in a secure manner with all reasonable measures for minimizing KINDUZ’s exposure to security threats such as terrorism, crime, and pandemics.

When visiting or working at KINDUZ locations, you will abide by KINDUZ’s Safety Policy, and when working on a KINDUZ client site will follow their health and safety and security requirements.

You should become aware of any health and safety or security concerns when working with KINDUZ you will report them promptly to the appropriate person or through the appropriate reporting channel.

### 5.23 SPEAK-UP

KINDUZ operates in an ethical manner. As a KINDUZ Stakeholder, if you are concerned that we are not supporting our standards in this area you must notify us of any known or suspected improper behaviour in your dealings with KINDUZ or by KINDUZ employees or agents by sending a message to the following email address: [services@KINDUZ.com](mailto:services@KINDUZ.com).

Reports may be submitted anonymously at the following link <http://kinduz.com/feedback-form/>. However, we would encourage you to provide contact information to allow for a more comprehensive investigation. We appreciate that you may feel worried about speaking-up, but if it is raised in good faith, you can be confident that you will receive our full support.

## 6 VIOLATION REDRESSAL MECHANISM

---

Please refer to Violation Redressal Policy for details.



### 7 EFFECTIVE DATE

---

This code of conduct comes into effect from 4<sup>th</sup> May 2017.

### 8 DOCUMENT CONTROL

---

Version Number	Date	Modification	Approved By
1.0	4 <sup>th</sup> May 2017	Released	Global Value Head
1.1	1 <sup>st</sup> December 2017	Additions: <ul style="list-style-type: none"><li>• Definitions</li><li>• Overview</li><li>• Objective</li></ul> Modifications: <ul style="list-style-type: none"><li>• Guidelines</li></ul>	Global Value Head

---