



# Third Party Code of Conduct Policy

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# Third Party Code of Business Conduct Policy

## Introduction

### Purpose

At JDA, we are united in our foundation of core values and these values differentiate us from our competition. We succeed through teamwork; which is a combination of collaboration and respect. We are relentless in learning and process improvement. As a result of this dedication to teamwork and innovation, we drive the results that our customers expect.

JDA's Third Party Code of Conduct ("Code") explains the minimum standards of integrity and business conduct JDA expects of the Third Parties with which it does business. We use these expectations as a foundation in how we approach JDA's sourcing decisions, how we evaluate partner performance, and how we grow our business. We believe that partnerships based on transparency, collaboration and mutual respect are essential for our shared success.

JDA acknowledges that no code of conduct can address every situation that Third Parties may encounter. As a result, this Code is not a substitute for Third Parties' own accountability and responsibility to exercise good judgment and obtain guidance regarding proper business conduct. Third Parties are encouraged to seek additional guidance and support from those within JDA designated as responsible for their services for or with JDA.

### Definition of Third Parties

**THIRD PARTY / THIRD PARTIES** are legal entities (including their personnel) or individuals sub-contracted to work for or with JDA or that provide goods or services to JDA.

**PERSONNEL** includes employees or subcontractors of Third Parties.

### Acknowledgment of this Code

Third Parties working for JDA and are receiving this Code agree to:

- i. adhere to the requirements and expectations set out in this Code;
- ii. provide complete and accurate information to facilitate third-party due diligence efforts; and
- iii. comply with local and international applicable laws and regulations in the country where they operate. To the extent any applicable law or regulation is more restrictive than this Code, such law or regulation shall govern.

JDA expects Third Parties to provide complete and accurate information to facilitate due diligence efforts undertaken by JDA, where requested.

**We believe that partnerships based on transparency, collaboration and mutual respect are essential for our shared success.**

# Third Party Code of Business Conduct Policy

## Employment Practices and Human Rights Expectations

### Employment is Voluntary

JDA expects Third Parties to fully comply with requirements of applicable slavery, forced labor and human trafficking laws, including without limitation the UK Modern Slavery Act 2015.

### Minimum Employment Age

Third Parties must comply with all age-related working restrictions as set by local law and adhere to international standards as defined by the International Labor Organization (ILO) regarding age appropriate work. Third Parties should not employ an individual under the age of 18.

### Third Parties Do Not Discriminate

Third Party employees are not subject to discrimination in employment, including hiring, compensation, promotion or discipline, on the basis of gender, race, religion, age, disability, sexual orientation, pregnancy, marital status, military status, nationality, political opinion, trade union affiliation, social or ethnic origin or any other status protected by country law. Third Parties will comply with all applicable local laws concerning discrimination in hiring and employment practices.

### Wages and Benefits

Third Parties will timely pay wages and benefits that meet or exceed the requirements of local law and provide legally mandated benefits, including holidays and leaves, and statutory severance when employment ends. There are no disciplinary deductions from pay unless permitted by national or applicable local law. All overtime shall be voluntary and paid in accordance with local laws and regulations.

### Harassment and Abuse Are Not Tolerated

Third Party's workplace shall be free of harassment and abuse. Third Parties shall not threaten workers with, or subject them to, harsh or inhumane treatment, including but not limited to verbal abuse and harassment, psychological harassment, mental and physical coercion, and sexual harassment.

### Freedom of Association and Collective Bargaining

Third Parties will respect workers' rights to freedom of association by meeting or exceeding the relevant requirements of local law.

### Health and Safety

Third Parties will comply with all applicable safety and health laws and regulations in the countries in which they operate. Third Parties will provide a safe, hygienic and healthy workplace setting and take necessary steps to prevent accidents and injury arising out of, linked with or occurring in the course of work or as a result of the operation of Third Party's facilities. Third Parties will have systems to detect, avoid and respond to potential risks to the safety and health of all employees.

# Third Party Code of Business Conduct Policy

## Business Practices Expectations

### Business Integrity

Third Parties shall adhere to the principles of free competition. All activities such as bid-rigging, deceptive marketing practices, tied selling, abuse of dominant position and concerted actions to fix prices or interest rates to impede fair competition must be avoided. In addition, Third Parties shall not engage in corruption, extortion, embezzlement, or bribery to obtain an unfair or improper advantage.

Without limiting the foregoing, Third Parties shall not offer or provide directly or indirectly anything of value including cash, bribes, gifts, entertainment or kickbacks including offers of employment in connection with its conduct of business of any kind with JDA.

Third Parties represent and warrant that it is and shall remain throughout its engagement with JDA in compliance with all applicable laws, regulations and codes, including without limitation to all applicable anti-bribery laws and regulations, and all applicable international anti-corruption conventions.

### Protection of Intellectual Property

Third Parties shall respect, and manage all technology and know-how (including all social media and other communication channels) in a manner that protects and safeguards, all intellectual property rights, including without limitation all copyright, patents, trade and service marks, image and designs belonging to JDA and/or any of its affiliates. None of the foregoing property of JDA may be used by any Third Party without the express written consent of JDA.

## Security, Confidential Information and Privacy

Third Parties are required to respect and protect the confidentiality and security of all confidential information and personal data, including without limitation the information and data of JDA employees, customers, suppliers and partners (collectively termed "Data"). This applies not only when it collects, uses or retains the Data, but also when it disposes of or destroys such Data.

Third Parties must comply with all relevant laws concerning privacy and data protection of personal and sensitive data, and to apply at the minimum, the protection as afforded by JDA's own privacy policy located here. These obligations include, but are not limited to, keeping confidential any personal data using it only for the purpose intended, destroying it once the purpose for which it was collected/processed has been fulfilled. These obligations must be in accordance with all applicable legal retention laws, complying with data subject requests, only disclosing it (including internally) on a "need to know" basis and having adequate safeguards in place to ensure its security. If any Third Party learns of any actual or potential personal data security breach involving JDA or JDA's customers' information, it must notify JDA immediately.

Third Parties shall not disclose any Data belonging to other parties to JDA unless it has already obtained all necessary consents prior to such disclosure.

In the course of the Third Party's relationship with JDA, it may from time to time have access to confidential information, such as pricing, product and services information. Third Parties must safeguard this information by not transferring, publishing, using, or disclosing it other than as permissible by law and the relevant contractual terms it has in place with JDA.

# Third Party Code of Business Conduct Policy

## Business Practices Expectations (Cont'd)

Third Parties shall implement and maintain physical, organizational and technical measures to ensure the security and confidentiality of all Data, in order to prevent accidental, unauthorized or unlawful destruction, alteration, modification or loss of the Data. Third Parties shall also protect the owners of the Data and Third Party's trade partner, their operations and facilities from exploitation by criminal or terrorist individuals or organizations.

## Environmental Support

Third Parties protect human health and the environment by meeting all applicable regulatory requirements including air emissions, solid/hazardous waste and water discharge. Third Parties will adopt reasonable measures to mitigate negative operational impacts on the environment and to protect JDA from unacceptable levels of environmental risks.



# Third Party Code of Business Conduct Policy

## Governance Expectations

### Risk Assessment and Management

Third Parties are expected to develop a culture which fosters compliance with applicable law and the provisions contained herein. Throughout the term of its relationship with JDA, each Third Party will:

- implement and maintain such business controls and training programs as may be reasonably necessary to detect and prevent unethical and unlawful conduct by its Personnel;
- conduct ongoing risk assessments of its operations with respect to employment practices, business integrity, data privacy and security, and obligations under this Code;
- implement and maintain training programs to ensure its Personnel have the necessary knowledge and skillset to maintain compliance with applicable laws and this Code; and
- provide reasonable assistance, including, but not limited to, reasonable access to all of its records and other applicable documentation, to JDA in connection with any investigation of a violation of this Code or applicable law.

If a Third Party breaches its obligations under this Code, JDA may, in its sole and absolute discretion, require the Third Party to remediate such breach, or suspend or terminate its relationship with the Third Party.



# Third Party Code of Business Conduct Policy

## Compliance with Laws

### Anti-Bribery / Anti-Corruption

JDA is committed to conducting its business free from any form of bribery and corruption, and expects its Third Party partners to uphold these standards as well. The law prohibits, among other things, offering, accepting or giving anything of value to another party for the purpose of inducing them to behave unethically. This applies in particular to dealings with government officials, but also applies to private party dealings as well. Even the appearance of improper behavior may cause harm or be illegal.

Third Parties and its business partners are expected to comply with legislation concerning bribes and kickbacks (including facilitation payments), notably any applicable local legislation, the UK Bribery Act 2010 as well as the US Foreign Corrupt Practices Act 1977, and to have your own policies and procedures in place to actively ensure compliance with these laws as well as any local laws concerning bribery and corruption.

### Gifts and Entertainment

The purpose of business entertainment and gifts in a commercial setting is to create goodwill and sound working relationships; not to gain unfair advantage with customers. Third Parties shall refrain from offering, giving, receiving or soliciting any gift or entertainment to improperly influence the actions of a person (including member, representative, client or government official) in order to obtain or retain business; or to induce or reward improper conduct, unless it:

- is not a cash or cash equivalent gift;
- is consistent with customary business practices;

- is not excessive in value;
- is not, and cannot be construed as, a bribe or payoff; and
- does not violate any laws or regulations.

In particular, Third Parties should not give money or anything of value, directly or indirectly, to government officials or political candidates in order to improperly obtain or retain business. "Government official" is interpreted widely, and can include, but is not limited to, any person holding an executive, legislative, judicial or administrative public office, or a person or company doing business on their behalf, or any government employee (including those of international organizations like the United Nations or World Bank).

### Export Controls

As a global company, JDA must ensure compliance with laws that govern the shipment or transfer of its technology. These regulations prohibit transferring, paying, receiving or otherwise dealing in property or an interest in property belonging to or under the control of a person or entity identified on an US Office of Foreign Asset Control (which is currently published under <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or a similar list.

Third Parties must obey all relevant import/export control laws, as well as any government licensing requirements, and also ensure it has policies and procedures in place to ensure compliance. Should a Third Party become aware or suspect that any sale of any JDA product may ultimately breach such a law, it must immediately inform it's most senior JDA sales contact. In addition, each Third Party must not participate in any economic boycott not sanctioned by the US government.



# Third Party Code of Business Conduct Policy

## Compliance with Laws (Cont'd)

### Competition and Anti-Trust

JDA is committed to rigorously observing laws which protect consumers and fair market practices, such as competition and antitrust laws, and JDA expects the same of its Third Party partners. These laws generally prohibit behavior or agreements that unreasonably restrain trade, unfairly reduce competition or collusion between companies to set prices or divide markets to the detriment of consumers. Thus, each Third Party shall avoid arrangements or agreements regarding product prices, terms of sale, division of markets, allocation of customers, or other practices that restrain competition. Such agreements and behaviors are not tolerated by JDA and should not be tolerated by its Third Party partners.

Competition and antitrust laws are present in most territories, and Third Parties are expected to comply with any that applies to it.

### Insider Trading

In the course of business, a Third Party may learn of confidential information that could impact another company's stock price. However, laws exist prohibiting the trade of stock of a company when you know of material confidential information about that company. Material non-public information may include:

- financial information;
- new product or business lines;
- anticipated mergers, acquisitions or divestitures; and/or
- management changes or business restructurings

Third Parties are expected to comply with all insider trading laws, and not "tip" others who might make an investment decision on the basis of this information for themselves or on another's behalf.

### Whistleblower Protection

Third Parties shall provide an anonymous complaint mechanism for managers and workers to report workplace grievances.

Third Parties shall protect whistleblower confidentiality and prohibit retaliation.

**JDA is committed to rigorously observing laws which protect consumers and fair market practices.**



# Third Party Code of Business Conduct Policy

## Business Practice and Ethics

### Accurate Record Keeping

JDA requires honest and accurate recording and reporting of information in order to make responsible business decisions and to comply with the law. The same standards are expected of its Third Party partners. This includes maintaining complete and accurate records of sales of JDA products and services, sales to JDA, or purchases from JDA.

False or misleading documentation, whether or not it results in personal gain, is never permissible.

### Conflicts of Interest

JDA expects its relationships with Third Parties to be free from conflicts of interest. This includes anything which would cast doubt on the Third Party's ability to act with total objectivity with regards to the distribution of JDA products and/or services. An example would be where the Third Party's personal financial interests are at odds with those of its engagement with JDA. If the Third Party feels that any actual or potential conflict of interest (or even the appearance of one) has arisen or may arise, it must report this to its most senior contact at JDA.

### No Side Arrangements

JDA prohibits any side arrangement (written, electronic or verbal) between JDA and any Third Party partner or any other customer with respect to JDA products and services. Side agreements are modifications to contractual terms and conditions that are either undocumented or documented separately from the actual contractual document.

ALL negotiated terms and conditions are required to be included in the final contractual agreement with Third Party partners and customers. If a Third Party becomes aware of, or suspects that, a side arrangement has been entered into, it must immediately communicate it to its most senior contact at JDA.

## Compliance and Reporting Concerns

Third Parties will maintain an internal process to allow employees to confidentially and anonymously report allegations of mistreatment, discrimination, abuse, violations of law, violations of this Partner Code of Business Conduct, or other ethical violations. Third Parties will conduct a prompt and thorough investigation of any such report and take corrective action as necessary and appropriate; and cooperate with JDA in any such investigation and provide JDA with such information as JDA may reasonably request. Third Parties will not retaliate against any employee (or any JDA employee) who reports in good faith any potential violation of this Third Party Code of Business Conduct or other ethical or legal violations.

