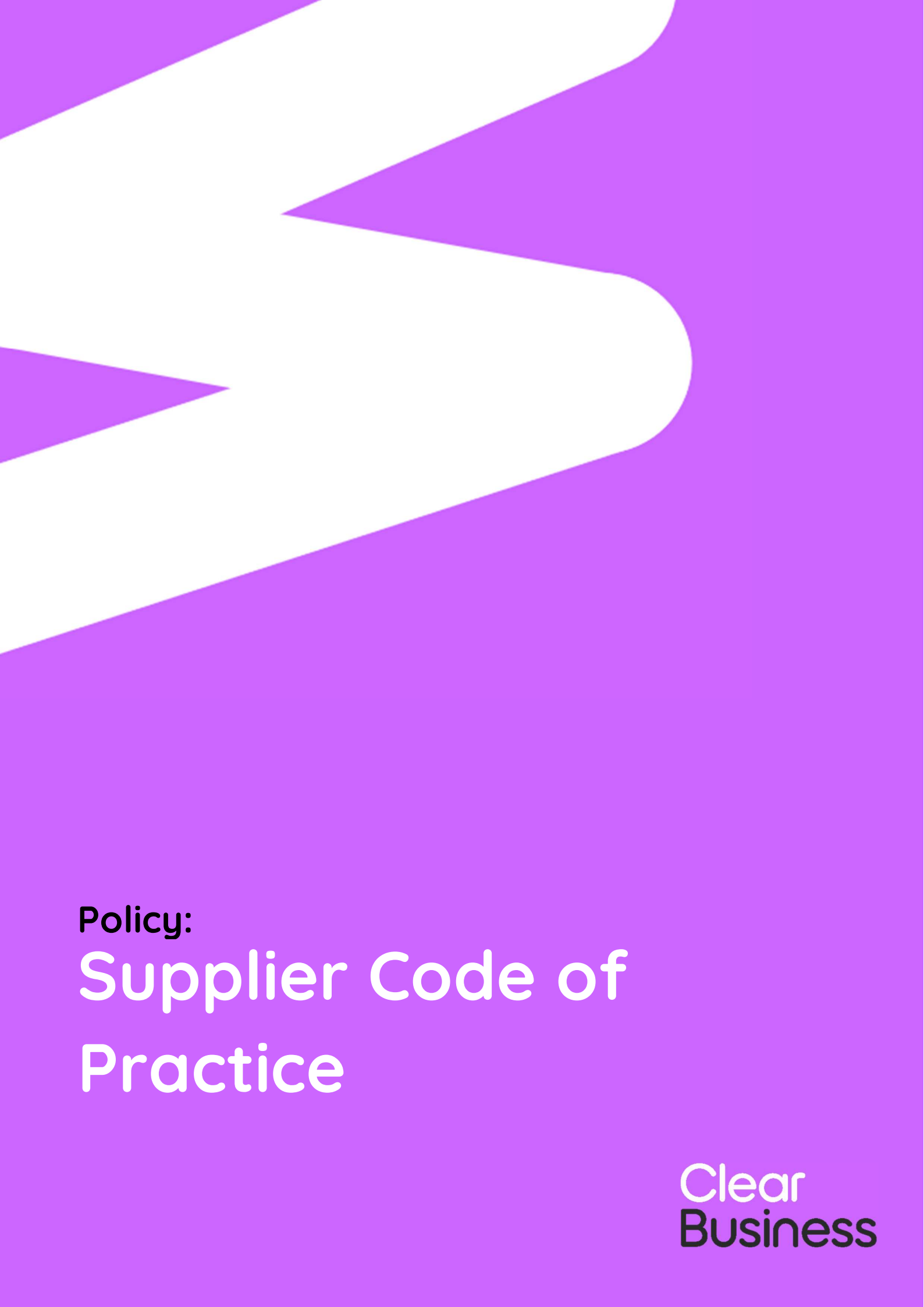


The background of the page is a solid purple color. In the upper left quadrant, there are several large, white, abstract shapes that resemble stylized arrows or chevrons pointing towards the right. These shapes are layered, with some appearing in front of others.

Policy:

Supplier Code of Practice

**Clear
Business**

This Code of Practice sets out the minimum standards and behaviours that the Clear Business Group (**Clear Business, we, our**) expects any entity that supplies us with products or services.

We may update this Code of Practice from time to time by giving you at least 14 days' notice in writing.

SUPPLIER'S COMMITMENT

As a supplier, you agree that:

- you'll comply with the requirements in this Code of Practice.
- You have appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
- Any breach of this Code of Practice will allow us to terminate our relationship with you with immediate effect.

COMPLIANCE WITH LAWS

You'll ensure you're compliant with all applicable laws and regulations from time to time in force.

If there is a conflict between any applicable laws or regulations, the provisions of an agreement with us and the provisions of this Code of Practice, you'll meet the most stringent standard.

CUSTOMER-FACING STANDARDS

We value our reputation and expect you to protect it when working with us.

Where the service you supply involves you contacting our customers (by any method), you and your workers are expected to be courteous, responsible, factually accurate, and appropriately behaved.

Customers should not be approached before 8:00am or after 8:00pm, unless specifically requested.

When contacting customers to introduce them to our services, you may deal with vulnerable people. These people may include, for example, the elderly, those who have difficulty hearing, those who do not speak English as their first language or those with mental health issues. When dealing with a vulnerable person you should speak clearly, confirm that they understand the information you're providing and be patient.

INTRODUCTIONS

If the service(s) you supply involves introducing customers to our services, you'll:

1. Explain the key features of the contract in a fair, accurate and transparent manner.
2. Explain the services available with a high level of working product knowledge.
3. Only offer services in relation to that customer's specific needs and means.
4. Not offering to vary the terms and conditions of the contract.
5. Not make any statements or warranties that are not consistent with any material provided by us.

MARKETING

If you're marketing our brand as part of the service(s) you provide we have a few dos and don'ts:

DO	DON'T
✓ Use the marketing materials that we provide to you to promote us. ✓ Advise customers that we are one of your chosen suppliers.	✗ Say that you're calling from Clear Business. ✗ Tell customers that you're working in conjunction with us. ✗ Describe yourself as acting on behalf of us.

✓ Say that you're an authorised partner/broker of Clear Business.	✗ Present any telephone number used by Clear Business when contacting prospective or actual customers ✗ Use the Clear Business name, logo, or any other Intellectual Property without our prior approval or for any purpose other than promoting our services. ✗ Use pressurised marketing techniques or mislead the customer.
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WORKFORCE

You'll comply with all applicable anti-slavery and human trafficking laws and regulations including but not limited to the Modern Slavery Act 2015 in all parts of your supply chain.

You confirm that all internationally recognised human rights and principles concerning these fundamental rights are respected at all levels of your supply chain.

We're an equal opportunities employer and seek to work with like-minded suppliers. You won't discriminate in any employment practice based on any characteristic other than a person's ability to perform the job (subject to any accommodations required or permitted by law).

You'll respect, and won't interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

You'll provide a working environment which complies with UK health and safety laws (and any other relevant laws where it operates). This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, you provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.

You confirm that you remunerate your workers, which at minimum meets the higher of: (a) the minimum wage and benefits established by applicable law; (b) collective agreements; (c) industry standards; or (d) an amount sufficient to cover basic living requirements.

We don't tolerate any form of harassment in our business, including sexual harassment and harassment related to any protected characteristic. You confirm that you comply with all applicable UK employment and equality legislation relating to harassment and discrimination, including the Equality Act 2010, and take reasonable and proactive steps to prevent prohibited conduct in your workplace and in the delivery of services to us.

You'll maintain and enforce appropriate policies and reporting procedures, provide regular training to workers and managers, investigate complaints promptly and fairly, take appropriate corrective action, and ensure that no person suffers retaliation for raising any concerns or participating in an investigation. On request, you'll, provide us with evidence of the measures you have implemented and maintained to prevent and address harassment.

DATA PROTECTION AND INFORMATION SECURITY

Where you process personal data on our behalf while providing us with services/produces you'll comply with all data protection laws and requirements (including the UK GDPR) as well as the obligations in our contract with you.

You must have in place appropriate measures to:

1. Protect the integrity and confidentiality of information (including information belonging to or supplied by us) held on your systems (which include physical and online or electronic systems); and
2. Ensure that there is no unauthorised access of the information by third parties.

Where relevant to the service(s) you provide:

1. You must make our customers aware that you're collecting their data and that it's being collected in accordance with our Privacy Policy which is available on our website. All customer information should be submitted to us in accordance with our contract with you; and
2. Prior to contacting a customer, you must ensure that the customer is not on any suppression list, including the Telephone Preference Service (TPS) and Corporate Telephone Preference Service (CTPS); and
3. Should any customer have questions or wish to exercise their rights as a data subject, you must inform them that this can be requested by email to: dataprotection@clearbusiness.co.uk, by phone at 0333 014 3131, or by the WhatsApp and Live Chat functions on our website.

ARTIFICIAL INTELLIGENCE (AI)

You'll give us as much advance notice as possible if you propose to use AI to provide goods or services to us.

Where you plan to use AI, you agree to implement and adhere to the highest standards of responsible and ethical practices when designing, implementing, monitoring, training, testing, deploying, or otherwise developing or using AI systems. This includes adhering to all applicable laws, regulations, industry standards, and our Information Security Policy.

You'll also:

1. Ensure that any AI developed or used is robust, secure, and safe.
2. Develop and use AI systems in a way that respects human rights and values including, but not limited to fairness, privacy and data protection, and the avoidance of discrimination and bias.
3. Be transparent with us about when and how AI is used.
4. Ensure that your use of AI (including inputs and outputs) can be explained and audited.
5. Establish and maintain appropriate governance, risk management, policies and procedures that promote responsible, accountable, and ethical use of AI systems.
6. Where appropriate, ensure that decisions or outcomes from an AI system are contestable.

You must not use or retain our data or confidential information for the purposes of training or inputting into any AI system or model without our prior written approval.

Where you use third-party providers to develop an AI system, you must implement appropriate risk management and supervision measures to ensure that these providers adhere to the above standards.

ENVIRONMENTAL RESPONSIBILITY

You'll ensure that (where relevant to the services/products provided) your operations, the goods you manufacture (including the components incorporated into the goods), and any packaging materials used, comply with all applicable environmental laws and treaties.

You confirm that you have a suitable environmental management system in place for managing environmental risks. At minimum, the system should address the following:

1. An assessment of the environmental impact of all historical, current, and likely future operations.
2. Steps to continuously improve environmental performance, reduce pollution, emissions, and waste.
3. Measures to reduce the use of all raw materials, energy, and supplies.
4. Raising awareness and training workers in environmental matters.

BRIBERY AND CORRUPTION

You'll comply with all applicable laws, statutes and regulations relating to bribery, corruption and fraud (including but not limited to the Bribery Act 2010, Criminal Finances Act 2017 and Economic Crime and Corporate Transparency Act 2023) and you confirm that you or your workers/representatives won't:

1. Accept, offer, promise, pay, permit, or authorise:
 - a. Bribes, facilitation payments, kickbacks, or illegal political contributions.
 - b. Money, goods, services, entertainment, employment, contracts, or other things of value, to obtain or retain improper advantage.
 - c. Any other unlawful or improper payments or benefits.
2. Engage in any activity, practice, or conduct that would constitute fraud or a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023.
3. Evade or facilitate the evasion of tax by another person anywhere in the world.

ONGOING COMPLIANCE

You'll implement a system of training for your workers to ensure that they operate in compliance with this Code of Practice, and you'll keep a record of all training offered and completed by your workers and will make such records available to us on request.

You agree to provide written confirmation to us at least once per calendar year that you comply with this Code of Practice and shall provide any certifications that demonstrate your compliance.

You'll report any breaches (actual or suspected) of this Code of Practice as soon as possible to your Clear Business point of contact.

You won't retaliate or take disciplinary action against any individual that has, in good faith, reported breaches of this Code of Practice or questionable behaviour, or who has sought advice regarding this Code of Practice.

NON-COMPLIANCE

Where we become aware of a material breach of this Code of Practice by you or your workers, we may either:

1. Immediately terminate our business relationship with you (including any contracts).
2. Require you to produce a plan specifying the actions that you'll take to ensure compliance with the Code of Practice within 7 calendar days of being requested to do so. If you fail to produce this plan within the timeframe or to implement it within a reasonable time, we may immediately terminate our relationship with you (including any contracts). We may suspend our relationship with you while remediation is ongoing.

1. DOCUMENT HISTORY

Version	Issue Date	Author(s)	Details
V1.0	12 June 2026	Callum Pooler	Policy Creation