

FINOVA

Group Supplier Code of Conduct



Legal

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Document Information

This policy applies to all operating entities in the Finova group of companies under BCTO Deed Bidco Ltd (Reg. 15559019)

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Document Cross References

| Document Name | Version | Date | Source |
|------------------------|---------|------|----------------------|
| Data Privacy Statement | | | here |
| DPIA Form | | | here |

Policy Approval & Notification

| Approved By | Title | Date | Comments |
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| Jenny Chu | CFO | April 2023 | |

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1 Introduction

Finova ("we", "us" or "our") is committed to the highest standards of social and environmental responsibility and ethical conduct. Finova requires its suppliers to operate in accordance with the principles and requirements, as applicable, in this Supplier Code of Conduct ("Supplier Code") and in full compliance with all applicable laws, regulations and standards within the geographies that they operate and/or serve.

The standards outlined in this Supplier Code of Conduct will be periodically updated to reflect changes in laws, regulations and standards.

2 Scope, Roles and Responsibilities

This policy applies to all staff employed by or contracted to Finova across all locations.

Roles and responsibilities with respect to this policy follow the three lines of defence approach as applied to risk management throughout the group.

| Line of Defence | Responsibility |
|-----------------|--|
| First Line | <p>All staff and departments responsible for performing or supporting business activities are considered the First Line of Defence. The first line must adhere to all relevant standards in this policy.</p> <p>The first line must also ensure the standards in this policy are applied where business activities are outsourced to external partners. Service Level Agreements and other contracts must ensure that minimum standards and that their performance is evidenced.</p> |
| Second Line | <p>The Group Risk team are the Second Line of Defence, providing oversight, support, and challenge to the First Line in addition to ensuring that this policy is aligned to the Exec Committee risk appetite.</p> |
| Third Line | <p>Third Line of Defence provides independent assurance to the Exec Committee and other key stakeholders over the effectiveness of the systems of controls and the Risk Framework. The Third Line of Defence may include Internal Audit and independent controls testing.</p> |

3 Objective

This Supplier Code applies to firms or individuals who provide us with goods and services as part of a contractual agreement. It is not applicable to single informal transactions such as a taxi ride or a one-time dinner at a restaurant, or any similar type of transaction.

For the avoidance of doubt, the Supplier Code also applies to subcontractors, service providers, professional service providers, consultants, intermediaries and agents.

We expect our suppliers to also extend the practices and principles in this Supplier Code to their own supply chains.

4 Business Practices

4.1 Compliance with laws

Suppliers shall comply fully with all laws and regulations applicable to them.

4.2 Management of Risk

Suppliers shall have in place an appropriate framework to identify and manage their risks. This includes all appropriate methods for identifying and mitigating risks, particularly those that will impact Finova and/or its clients.

Suppliers shall be prepared to share intelligence of supply chain risks, so that material commercial and operational risks, for example the impact of losing a key supplier, can be mitigated. We require suppliers of critical services to develop resolution plans, deployable in the event of a corporate insolvency to ensure that critical services continue.

4.3 Continuous Improvement

Suppliers shall use recognised industry best practices in the delivery of services to, or on behalf of, Finova. We also expect suppliers to continuously improve these services to allow for a satisfactory service level to be maintained.

4.4 Cyber Security

It is essential that suppliers safeguard the integrity and security of their systems and comply with the relevant standards and/or guidance. Suppliers must inform us if they become aware of any cyber security incident that affects or has the potential to affect Finova or its clients' data.

4.5 Business Continuity

Suppliers shall have proportionate business continuity capabilities in place and to ensure that these are effective, documented and tested on a regular basis. This includes maintaining a comprehensive business continuity program that addresses, at the minimum, the loss of any facilities, technology, human capital, or their own suppliers that are necessary to support the goods/service(s) provided to Finova.

Finova reserves the right to request collaborative disaster recovery testing with our Suppliers to test their resiliency and identify potential issues that would impact continuous service delivery to our clients.

4.6 Information Security

Suppliers are required to protect all information and data received from Finova or its clients and their customers in the course of doing business in accordance with industry recognised good security practises, legislation, regulation and contractual obligations. Such information and data must be kept confidential at all times and not used for any purposes other than the business purpose for which it was provided or made available.

All such information and data must be kept confidential and protected from any unauthorised access, destruction, use, modification and disclosure, through appropriate organisational and technical controls.

Wherever suppliers are aware of a security and/or data privacy incident that affects or has the potential to affect Finova or its clients, the supplier must inform Finova as soon as possible.

4.7 Confidentiality

Both Finova and suppliers are expected to comply with the provisions in our contracts and any legal requirements to protect commercial and sensitive information. Finova and our suppliers may both also be party to client confidential information that is necessary to be effective partners. This information, even if it is not covered by contractual provisions, should be handled with a high level of care as is appropriate for information of this type.

4.8 Audits and Assessments

Suppliers must perform periodic evaluations of their facilities and operations to ensure that policies and controls are adhered to. Suppliers shall permit Finova to periodically evaluate their operations and assess compliance with any agreed upon standards as per the Finova-Supplier contract. Where deficiencies are found, Finova expects the supplier to have a process for timely correction of any such defect or violations identified.

4.9 Conflicts of Interest

We expect suppliers to mitigate proportionately against any real or perceived conflict of interest through their work. This includes the requirement on suppliers to not (i) offer or receive of gifts or hospitality that may improperly influence – or create the appearance of improperly influencing – business decisions or its clients or other related parties including Finova; and (ii) solicit, accept, or provide anything of value in return for business, services or confidential information. Suppliers must either take active steps to disclose and manage any potential or perceived conflicts of interest via their own internal mechanism or adhere to Finova's own.

4.10 Treatment of Supply Chain

Finova expects its suppliers to deal fairly with any subcontractors and suppliers in their own supply chain. We expect suppliers to avoid passing down unreasonable levels of risk to subcontractors who cannot reasonably be expected to manage or carry these risks. All use of subcontractors should be disclosed to Finova as soon as possible.

5 Standards of Behaviour

5.1 Human Rights

Finova supports the protection of human rights around the world. We are guided by fundamental principles such as the International Labour Organisation (ILO) Core Conventions and we comply with all applicable law and regulation, including the UK Modern Slavery Act 2015 and its reporting obligations. Our statement on Modern Slavery can be found [here](#).

5.2 Fair Employment Practises and Treatment of Workers

We expect our suppliers to:

provide workers with wages and benefits that meet or exceed the requirements of local law, including payment of wages on a regular and timely basis;

not require workers to work more than the applicable legal limits with overtime being properly compensated;

not require workers to lodge "deposits" or identity papers and allow workers to leave after reasonable notice;

provide workers with any legally allowable time off, including sick leave, maternity/paternity leave and family leave; and

put into place measures to ensure workers are not exploited by third party labour providers such as recruiters and agencies. The supplier must have a fully formed set of processes designed to ensure freedom from forced or bonded labour.

5.3 Health and Safety

Finova expects that its suppliers have operations, facilities and procedures in place to protect and promote worker health and safety and provide their workers with a safe and healthy working environment. Suppliers must comply with all applicable laws in relation to health and safety.

5.4 Discrimination and Promotion of equal opportunities

All Finova suppliers must ensure a safe and respectful working environment which is free of all forms of discrimination, abuse and harassment.

Finova expects that the supplier will have procedures in place to promote fair and ethical employment practises that are in line with these values.

5.5 Environmental Protection

Finova expects its suppliers to demonstrate a clear and transparent understanding of their environmental impact and responsibilities and take practical steps to mitigate environmental risks during day to day activities. The supplier should endeavour to make continuous improvements in environmental performance where possible.

Finally, Suppliers should consider the environmental credentials and performance of vendors within their own supply chain and require them to operate to a minimum set of standards.

5.6 Anti-Fraud, Bribery and Corruption

Finova demands that suppliers adhere to anti-corruption laws, including but not limited to the Bribery Act 2010, and anti-money laundering regulations. We expect suppliers to have robust processes to ensure that the subcontractors in their supply chain also comply with these laws. We have zero

tolerance of any form of corrupt practices including extortion and fraud that we become aware of and we expect suppliers to be vigilant and proactively look for fraud, and the risk of fraud, in their business.

5.7 Whistle-blower Protection and Anonymous Complaints

Finova expects that our suppliers shall provide an anonymous complaint mechanism for both their managers and workers to report workplace grievances, should they occur. The supplier must protect whistle-blower confidentiality and take measures to ensure that there is no retaliation for any possible compliant raiser.

6 Breaches and Non-Compliance Handling

Where a department is unable to comply with the terms of this policy, and where there is not an approved exception/waiver in place, they must report non-compliance as a policy breach. Breaches must be advised to the policy owner along with action being undertaken to remediate the breach.

Failure to comply with any part of this policy may be treated as a disciplinary offence for employees and where there is deemed to be gross misconduct, the employee may be summarily dismissed. In the case of contractors/temporary staff, failure to comply may lead to the termination of the contract.

7 Exceptions and Waivers

All employees are expected to adhere to this Policy, but the Exec Committee accepts there may be instances where this is not possible or practicable. Where this is the case, an exception or waiver should be applied for.

Exceptions and waivers will only be granted where there is a justifiable reason i.e., achieving compliance would lead to increased exposure to other areas of risk.

An exception and waiver form must be fully completed to be considered and must include:

- Clear rationale.
- An action plan and timeframe for achieving compliance; and
- Interim controls in place/ to be put in place for managing key risks arising whilst the exception and waiver is in place.

Please note:

- No waiver can exceed a 6-month period unless approved by a Group Committee and must be reviewed before its expiry; and
- All waivers relating to a policy will be reviewed when a policy is revised/ updated.

The exception or waiver must be approved by the following roles before the business/ central function can proceed to act in a way which is not compliant with the policy, until then the business/ central function is expected to strive to comply with the policy as far as practicable:

- Policy Owner.
- Head of Risk; and
- Finova Exec Committee, or an appropriate delegated Committee

8 Training and Awareness

The Board, Committees and employees impacted by this policy, must be made aware of their respective roles and responsibilities. Any amendments to this policy must be communicated, socialised, and agreed with the Exec Committee and employees affected by those changes.

9 Policy Maintenance

This policy will be reviewed at least annually by the policy owner and submitted to the Exec Committee for approval. Once ratified, the changes will be communicated as appropriate such as Bamboo, Annual Training, Workshops etc.