ICEsoft Technologies
Supplier Code of Conduct

At ICEsoft Technologies, Canada Corp. and its wholly owned subsidiaries ICEsoft Technologies Holdings Ltd. and ICEsoft Technologies Inc. (collectively “ICEsoft”), we are committed to conducting business ethically and legally across all of our operations. We expect that our business partners will share in this commitment.

The ICEsoft Technologies Supplier Code of Conduct (the “Supplier Code of Conduct”) the expectations and requirements that ICEsoft has for its business partners and suppliers in the areas of business integrity, labor practices, diversity and inclusion.

ICEsoft requires that all vendors, consultants, consulting firms, partners and licensees (collectively “Suppliers”), adhere to the standards set forth in this Supplier Code of Conduct as a condition of doing business with ICEsoft.

**Suppliers Subcontract And Agent Compliance**

ICEsoft requires Suppliers and any subcontractors, providers, or agents that they use to abide by all applicable laws, regulations and other legal requirements in jurisdictions in which they operate, and this Supplier Code of Conduct.

**Reporting Misconduct**

ICEsoft reports to its shareholders and clients on a regular basis as to how we conduct business. We do so in an open and direct manner. We require our Suppliers to act honestly, and transparently in those aspects of their business as it applies to the requirements and behaviors outlined below. Conducting business with requires compliance with this Supplier Code of Conduct.

ICEsoft reserves the right to terminate business subject to any pre-existing contractual terms with any supplier who fails to adhere to the Supplier Code of Conduct. If it is determined a supplier has failed to meet the requirements outlined below, the Supplier must correct their actions to ensure compliance. In the event Suppliers should become aware of any known or suspected violations of this Supplier Code of Conduct the must report it immediately to admin@icesoft.com or by phone at 1-877-263-3822.

**Labour Standards Compliance**

All ICEsoft Suppliers shall treat their workers with dignity and respect as understood and defined by the International Labor Organization, United Nations Declaration of Human rights, and any applicable law. Suppliers shall make all relevant information about their employee’s rights easily accessible to the employees.
Humane Treatment

Suppliers shall ensure there is no inhumane treatment or threat to workers, including any sexual harassment, sexual abuse, harassment, corporal punishment, or mental or physical coercion of workers.

Health and Safety

Suppliers shall provide all employees with safe and healthy working conditions that comply with local laws. Suppliers should take proactive measures to prevent workplace hazards.

Just Compensation

Suppliers shall comply with the local minimum wage laws and if applicable any benefits requirements. Suppliers shall not unlawfully use deductions from wages as a disciplinary measure.

Compensation and Working Hours

Suppliers shall be required to ensure their workers have reasonable work schedules that remain in compliance with local laws. Suppliers shall comply with local laws regarding payment and working hours, including overtime, rest days and public holidays.

Child Labor

ICEsoft will not accept the use of underage labor and will not work with suppliers that utilize underage workers.

Suppliers are required to adhere to minimum age provisions set forth in local laws and regulations. Suppliers may only employ workers that are younger than 18 years of age, if they are employed in accordance with the laws of the country in which they are working.

Suppliers shall be required to monitor any and all employees under the age of 18 to ensure they are performing age-appropriate tasks, in age-appropriate working conditions, and are protected from any type of labor likely to jeopardize their health or safety.

No Human Trafficking No Forced Labour

ICEsoft will not work with Suppliers who engage in Human Trafficking or utilize Forced Labour.

Suppliers must ensure that they do not use involuntary prison labor, or forced, bonded, or indentured labor, and do not employ anyone against their will.

Suppliers are required to adhere to all applicable anti-modern slavery and human trafficking laws. Workers for the Supplier, shall not be required to cede control of identity or immigration
papers (including but not limited to passports, drivers’ licenses, or work permits). Suppliers must ensure that all work is voluntary and that their employees are free to resign their employment in accordance with applicable law.

**Business Practices and Ethics**

ICEsoft requires that its Suppliers not engage in any unlawful activity in conducting business for or on behalf of ICEsoft, nor should Suppliers instruct others to do so. Suppliers shall comply with all legal requirements regarding accurate marketing and sales, and shall act with integrity when handling competitive or proprietary information.

**Fair Dealing**

We expect Suppliers to comply with all applicable laws and regulations regarding fair competition and antitrust.

**Conflicts of Interest**

A “conflict of interest” occurs when personal or professional interests or activities interfere with, or give the appearance of interfering with, either the interests of ICEsoft or its Supplier.

In order to avoid this, ICEsoft Suppliers shall:

- Avoid any conflicts of interests and situations that may have the appearance of a conflict of interest.
- Promptly disclose to ICEsoft any material transaction or relationship that reasonably could be expected to give rise to an apparent or actual conflict of interest regarding the relationship between the Supplier and ICEsoft.

**Data protection and privacy**

Suppliers must comply with both the contractual protections agreed with ICEsoft and all applicable data privacy laws and regulations when processing the personal data of ICEsoft’s employees, contractors, customers and ICEsoft’s customer’s end users.

**Intellectual property and confidential information**

Suppliers shall not share, disclose or use ICEsoft’s intellectual property, confidential information, or any other proprietary or non-public information that the Supplier acquires through its engagement with ICEsoft unless so authorized by ICEsoft.

**Auditing and Monitoring**

ICEsoft Suppliers will:

- Monitor their own operations through due diligence, audits or other activities.
- Maintain honest and accurate accounting and business records that comply with all relevant legal and regulatory requirements, and
- Comply with its contractual agreements with ICEsoft including but not limited to any permissions to review records or facilities.

Signed: “Brian McKinney”

President, ICEsoft Technologies, Canada Corp.