



# Bottomline Supplier Code of Conduct

November 28, 2023



## Introduction

Our purpose as a business is transforming the way businesses pay and get paid. Carrying out that purpose, we are led by guiding principles that shape how we work with each other, our customers and our partners, including our suppliers:

- Delight Customers
- Work with and for Each Other
- Create & Grow Sustained Business Value
- Excellent Execution

Integrity underscores our actions and communications with partners, and we:

- Follow a Platinum Rule, treat others as they would like to be treated.
- Prize teamwork and peer accountability.
- Are global and celebrate diversity.
- Continuously improve by learning from colleagues, partners, governments, communities, and suppliers.
- Foster belonging, equity and inclusion.
- Are humble, collaborative and in service to others.

We value these and in return demand the same of our suppliers..

As used in this Supplier Code of Conduct (“SCoC”), the term “Bottomline” shall mean Bottomline as well as all of its global subsidiaries and affiliates. This SCoC applies to all suppliers, vendors, contractors, agents, consultants, representatives, and distributors (collectively “Supplier”) that have a business relationship with Bottomline. Through this SCoC, Bottomline will establish minimum standards that must be met by Supplier to ensure that working conditions are safe, workers are treated with respect and dignity, and business operations are environmentally responsible and conducted ethically.

## Compliance with Bottomline’s Supplier Code of Conduct

In addition to the requirements under this SCoC, Supplier shall abide by all applicable local, state, national and foreign laws, treaties, and regulations, including those related to data privacy, international communications, and the transmission of technical or personal data (e.g., GDPR, CCPA, Australian Privacy Act, etc.).

Supplier must promptly inform Bottomline when any situation develops that causes the Supplier to operate in violation of this SCoC. While Supplier is expected to self-monitor and demonstrate its compliance with the SCoC, pursuant to any audit rights set forth in the Supplier contract with Bottomline, please note that Bottomline reserves the right to exercise such rights to confirm compliance with the requirements of this SCoC. Additionally, Supplier shall cooperate with Bottomline’s reasonable requests related to this SCoC.

Without limiting anything the Supplier’s obligations hereunder, Supplier is responsible for compliance with the terms of this SCoC by all of its own suppliers, vendors, agents, and subcontractors.

If a Supplier does not meet the requirements set forth in this SCoC, Bottomline may require corrective action up to and including the termination of the business relationship between Bottomline and Supplier.



# Labor and Human Rights

Bottomline expects Supplier to uphold the human rights of workers, and to treat them with dignity and respect. This applies to all Supplier workers, including temporary, migrant, student, contract, direct employees, and any other type of worker. Supplier must follow the standards set forth in this SCoC which include:

## 1. Freely Chosen Employment; Prohibition of Modern Slavery and Human Trafficking

Forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons is not permitted within any part of Bottomline's supply chain. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in a facility or unreasonable restrictions on entering or exiting company provided facilities including, if applicable, workers' dormitories or living quarters. As part of the hiring process, all workers must be provided with written employment arrangements in their native language that contain, at a minimum, a description of terms and conditions of employment. All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given as per the worker's employment arrangement or contract. Supplier may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Supplier may only hold identity or immigration documentation if such holdings are required by law. In such a situation, workers shall not be denied access to their documents on request.

## 2. Young Workers

Child labor is not to be used under any circumstance. The term "child" refers to any individual who is below the minimum working age as set forth in applicable law and regulations, however in no event can an individual be under age 18.

## 3. Working Hours

Supplier shall not require or allow workers to work more than the maximum legally permitted number of hours worked per week.

## 4. Wages & Benefits

Supplier must compensate all workers with wages, including applicable overtime premiums, and benefits that, at a minimum, meet the requirements of:

- The minimum wage and benefits established by applicable law;
- Collective bargaining agreements; and
- Industry standards and requirements

## 5. Humane Treatment/Non-Discrimination/Non-Harassment

Supplier agrees to fully comply with all applicable laws and policies regarding discrimination and harassment. Notwithstanding the foregoing, Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sex, military status, marital status, pregnancy status, religion, age, disability, or membership in other protected groups. Supplier shall treat all workers with respect and dignity and shall provide a workplace free from unlawful harassment and bullying. Unlawful harassment shall not be tolerated in the workplace. This includes harassing or hostile acts of one employee against another, harassing or hostile acts of more than one employee against another, harassing or hostile acts by a



supervisor(s) against an employee(s), and coordination of harassing or hostile acts of one or more employees.

## **6. Freedom of Association and the Right to Collective Bargaining**

Supplier shall respect, and shall not 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.

Without limiting Supplier's obligations above, Supplier shall not:

- take any action to prevent or suppress the workers' exercise of freedom of association or collective bargaining rights;
- discriminate or retaliate against, or discipline or punish, any worker who supports or exercises freedom of association or collective bargaining rights;
- discriminate or retaliate against, or discipline or punish, any worker who raises collective bargaining compliance issues; or
- discriminate or retaliate against, or discipline or punish, any worker based on union membership or the workers' decision to join or not to join a union.

# **Health and Safety**

## **Occupational Safety and Health**

Supplier shall place the highest priority on health and safety of its workforce and shall maintain a safe, healthy, and sanitary working environment at all times. Supplier shall implement procedures and safeguards to prevent workplace hazards and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries, that are not specifically addressed in this SCoC.

General and industry-specific procedures and safeguards include those relating to:

- Health and safety inspections;
- Equipment maintenance;
- Maintenance of facilities;
- Worker training covering the hazards typically encountered in their scope of work;
- Fire prevention; and
- Documentation and recordkeeping.

Supplier agrees to provide workers adequate and appropriate personal protective devices as required by applicable laws, regulations, and any industry or Supplier's health and safety plans and regulations, and to pay the costs and expenses thereof.

Additionally, Supplier shall ensure that all of its facilities have:

- An adequate evacuation plan;
- Adequate, well-lit, clearly marked, and unobstructed emergency evacuation routes, including, but not limited to, exit doors and stairwells;
- Adequate ventilation and air circulation;
- Adequate lighting;
- Adequate first aid kits, fire safety, alarms, and fire suppression systems;
- Adequate access to potable water;
- Adequate access to private toilet facilities; and



- Posting of all safety rules, inspections, incident reports, and permits, in each case, as required by law.

### **Sanitation, Food, and Housing**

If worker dormitories are provided by Supplier or a labor agent, such dormitories must be maintained to be clean and safe, and provided with appropriate emergency exits, hot water for bathing and showering, clean toilet facilities, access to potable water, adequate lighting, heat and ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges. Additionally, all health, safety, and sanitary conditions must be met as required by local law.

## **Environmental**

Supplier shall (i) be in compliance with all federal, state, local and national laws and international treaties (together, “Environmental Laws”) relating to pollution or protection of human health or the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), including laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, “Hazardous Materials”) into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands, or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations, issued, entered, promulgated, or approved thereunder; and (ii) have received all permits licenses or other approvals required of them under applicable Environmental Laws to conduct its business.

## **Anti-Corruption**

Bottomline has no tolerance for bribery or corruption in any aspect of its business or in any country in which we operate. Bottomline’s policies prohibit engaging in any form of corruption, bribery, kickback, extortion, embezzlement, or money laundering. Bottomline is committed to complying with applicable laws and regulations that prohibit such corrupt activity, including, but not limited to, the U.S. Foreign Corrupt Practices Act (“FCPA”) and the U.K. Bribery Act (“Bribery Act”). Supplier may not participate in, facilitate, or permit any form of corruption, bribery, kickback, extortion, embezzlement, or money laundering, whether in respect to public officials or any other person. Supplier must strictly comply with all applicable laws and regulations, including, but not limited to, the FCPA and Bribery Act, as well as with Bottomline’s Anti-Corruption Policy. If Supplier learns of, or suspect a violation of, any violation of these restrictions, it must promptly notify Bottomline.

## **Intellectual Property**

Supplier will respect intellectual property rights and will conduct technology and know-how transfers in a manner that protects intellectual property rights.

## **Privacy and Information Security**

Supplier is expected to protect the personal information of everyone they do business with, including suppliers, customers, consumers, and employees. Supplier will comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.



## Conflicts of Interest

A financial or other relationship between the Supplier and a Bottomline employee is prohibited if it could put Bottomline in an actual or potential conflict of interest. Supplier is aware that a conflict of interest exists when a Bottomline employee's personal interests clash with the duties associated with his or her position with the organization. All such disputes need to be revealed and resolved. Conflicts of interest must be reported and approved beforehand by Bottomline management because even the slightest appearance of a conflict might be detrimental to Bottomline and the Supplier.

Supplier will immediately disclose any known family or other close personal relationships with Bottomline employees who have an influence over Bottomline's business relationship with Supplier.

## Protection of Company Assets

Bottomline's resources must be used wisely and primarily for the purpose of carrying out the business for which they have been properly authorized. These consist of both physical assets, including tools and machinery, facilities, materials, and resources, as well as intangible assets, like confidential information, intellectual property, and relationships with Bottomline's value-chain partners.

## Import and export

Supplier acknowledges and agrees to comply with all applicable import and export laws, regulations, and restrictions of the countries involved in the provision of goods or services to Bottomline. This includes, but is not limited to, laws and regulations related to customs, tariffs, embargoes, sanctions, and export controls. Supplier shall also promptly provide any necessary information, documentation, or support required by Bottomline to ensure compliance with such laws and regulations.

## Quality Assurance

Stringent quality standards and practices throughout the relationship with Bottomline are expected from Supplier, including ensuring that all products and services provided by Supplier to Bottomline meet the highest level of quality and comply with all applicable laws, regulations, and industry standards. Supplier is expected to implement a comprehensive quality management system, conduct regular audits, and maintain records of quality performance. In the event of any quality issue or non-compliance, Supplier is expected to promptly investigate and take corrective actions as soon as possible with a notification to Bottomline regarding the instance. In the event of a failure in required quality standards, Bottomline may pursue reasonable remedies from Supplier. It is Supplier's duty to fulfill all quality standards as promised and agreed upon between the parties as per the contract.

## Confidentiality

Confidentiality means any non-public information, including but not limited to trade secrets, business plans, financial data, customer lists, technical specifications, and any other information that is designated as confidential. Supplier acknowledges and agree that while performing its obligations under this SCoC it may have access to confidential information of Bottomline or of Bottomline's customers and partners and will keep such confidential information strictly confidential and will take all reasonable measures to prevent unauthorized access, use or disclosure. Supplier shall not disclose, reproduce, or use confidential information for any purpose other than performance of its



obligations under this supplier code of conduct, unless required by applicable law, regulation, or court order and shall return same to Bottomline upon the conclusion of services under a contract.

## Updates and Revisions

Bottomline reserves the right to improve, revise and amend this SCoC at any time upon reasonable notice to Supplier. Supplier shall notify Bottomline immediately if it cannot comply with any provision in this or any updated version of the SCoC by contacting [purchasing@Bottomline.com](mailto:purchasing@Bottomline.com).

## Continuous Improvement

Suppliers are encouraged to continuously improve their practices and performance in alignment with this SCoC.

## Report Violations

Supplier shall self-report any violations of this SCoC. Reports may be submitted to Supplier's point of contact within Bottomline, to the Bottomline Procurement team at [purchasing@Bottomline.com](mailto:purchasing@Bottomline.com), anonymously by calling 1-800-398-1496 or through [www.lighthouse-services.com/bottomline](http://www.lighthouse-services.com/bottomline). Supplier can also submit questions and comments regarding this SCoC to [Legal@bottomline.com](mailto:Legal@bottomline.com). Supplier shall not retaliate or take disciplinary action against any worker who has, in good faith, reports violations of this SCoC or who has sought advice regarding this SCoC.