



# Code of Conduct

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**ShiningBot Data Analytics Private Limited,**  
F3 – Nathigam Building, 97/55, NSK Salai (Arcot Road), Kodambakkam, Chennai – 600 024, TN, INDIA  
[www.ShiningBot.com](http://www.ShiningBot.com) | [info@ShiningBot.com](mailto:info@ShiningBot.com) | +91 8000 868 868

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## Integrity and Compliance at ShiningBot

ShiningBot Data Analytics (P) Limited (ShiningBot) takes great pride in our reputation for complying with the laws in all countries in which ShiningBot conducts business, whether directly or indirectly, and in acting in an ethical manner even when not strictly required by law. As a resource for our Channel Partners, this **Channel Partner Code of Conduct** identifies our expectations in areas including anti-corruption, conflicts of interest, data privacy, corporate gifts, competition and import and export controls.

### Who Must Follow This Code?

ShiningBot requires its business partners, joint venture partners, agents, contractors, distributors, consultants, System Integrators, Channel Partners and any other third-party representatives that act on behalf of the Company (collectively, "Channel Partners") to meet the same high level of integrity that ShiningBot demands of itself.

This Channel Partner Code applies to all Channel Partners worldwide and defines the minimum standards that ShiningBot expects from its partners. In the case where applicable laws and regulations are more restrictive, Channel Partners must comply with them as well.

## Integrity and Compliance Standards

### Anti-Corruption

ShiningBot is committed to conducting its business free from corruption, coercion, bribery, and all other unlawful, unethical, or fraudulent activity. Channel Partners must not offer, give, promise, or authorize any bribe, gift, loan, fee, reward, or other advantage to any government official or private official or employee, any customer, any ShiningBot Associate, or any other person to obtain any business advantage or to improperly influence any action or decision.

Channel Partners must comply with the local, national, and other laws and regulations of all jurisdictions globally relating to anti-corruption, anti-bribery, extortion, kickbacks, or similar matters, which are applicable to the Channel Partner's business activities in connection with its relationship with ShiningBot. (Collectively all applicable "Anti-Corruption Laws").

### Conflicts of Interest

Channel Partners must avoid any situation or relationship that may involve a conflict or the appearance of a conflict with the interests of ShiningBot. Channel Partners must not offer or provide excessive gifts, hospitality, or entertainment to any ShiningBot Associate or family member

of ShiningBot Associates. Neither employees of Channel Partners nor family members of Channel Partner employees may have a significant economic interest (i.e. ownership of more than 5 percent of any business enterprise, general or limited partnership, or business association of any kind) in any entity that does business with ShiningBot or is in competition with ShiningBot.

A family member includes but is not limited to:

- i. spouses and domestic partners;
- ii. any other individual who shares the same household;
- iii. grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, first cousins and the spouse or domestic partner of any of the foregoing; and
- iv. spouse's/domestic partner's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and first cousins.

## Insider Trading

Employees of Channel Partners who have access to, or knowledge of, material non-public information from or about ShiningBot are prohibited from buying, selling, investing in or otherwise trading in ShiningBot securities. "Material non-public information" includes any information, positive or negative, that has not yet been made available or disclosed to the public and that might be of significance to an investor, as part of a total mix of information, in deciding whether to buy or sell securities. Employees of Channel Partners with such material non-public information are also prohibited from giving "tips" (i.e., directly or indirectly disclosing such information to any person so that they may trade in ShiningBot securities). Furthermore, if during a Channel Partner's relationship with ShiningBot, employees of that Channel Partner acquire material non-public information about another company, such employees may not trade in the securities of that company nor may such employees provide any tips regarding that information.

## Intellectual Property

The intellectual property of ShiningBot is a valuable business asset. ShiningBot owns all inventions, discoveries, ideas, and trade secrets (collectively "Intellectual Property") created by ShiningBot Associates on the job or produced by or using ShiningBot's resources. Channel Partners must use ShiningBot's Intellectual Property only in a manner that is permitted under their contracts with ShiningBot. Further, they may not misappropriate, misuse, or infringe upon the Intellectual Property of others. Channel Partners also may not disclose such information to unauthorized third parties. Channel Partners must notify ShiningBot of any unauthorized use of ShiningBot's Intellectual Property by any third party.

## Confidential Information

ShiningBot's confidential information is an asset. ShiningBot's confidential information includes but is not limited to non-public information concerning business opportunities and market conditions, our list of customer contacts; names and lists of vendors, contractors, suppliers, and Associates; and financial information of the company and its business partners. This information is the property of ShiningBot and may be protected by patent, trademark, copyright, and trade secrets laws.

All confidential information may be used for ShiningBot business purposes only. Channel Partners must safeguard ShiningBot's information; it should not be disclosed to any unauthorized third party.

Channel Partners must notify ShiningBot of any unauthorized disclosure or use of ShiningBot's confidential information.

## **Business Records and Disclosures**

Channel Partners are expected to record information regarding regulated business activities, labour, health, safety and environmental practices as required by law. These records must be accurate and honest and disclosed, without falsification or misrepresentation, as required.

## **Export Controls, Economic Sanctions, and Import Laws**

Channel Partners must comply with all local, national, and other laws and regulations of all jurisdictions globally relating to import regulations, customs measures, export controls, economic sanctions, and similar matters which are applicable to the Channel Partners' business activities with ShiningBot including, but not limited to, the laws/measures of the United Nations, United States, Member States of the European Union, United Kingdom, China, and Singapore (collectively, "International Trade Laws").

Channel Partners must also strictly comply with all export and re-export restrictions reflected in relevant licenses and distribution agreements. Further, Channel Partners must take no action that will cause ShiningBot to violate International Trade Laws.

## **Money Laundering**

It is important that our Channel Partners know and comply with all laws and regulations intended to prevent money laundering. This means making and receiving payments for goods and services only via approved and documented payment practices, and at all times being vigilant and exercising good judgment when dealing with unusual customer transactions including requests from a potential customer or supplier for cash payments or other unusual payment terms. If you suspect money laundering activities, notify ShiningBot immediately as outlined in the [Reporting Issues and Suspected Violations](#) section of this code.

## **Competition**

Channel Partners must comply with all applicable antitrust/competition laws at all times and must not at any time or under any circumstances enter into an agreement or understanding, written or oral, express or implied, with any of Channel Partner's competitors concerning the prices or resale prices of ShiningBot products, discounts, other terms or conditions of sale, profits or profit margins, costs, allocation of product or geographic markets, allocation of customers, limitations on production, boycotts of customers or suppliers, or bids or the intent to bid, or even discuss or exchange information on these subjects with Channel Partner's competitors.

## **Bidding/Tendering**

ShiningBot follows specific procedures to ensure that contracts are awarded fairly and that we are in compliance with all relevant bidding, tendering and contract requirements. Our Channel Partners are expected to always be open and honest in their dealings with us and other business partners. In addition, Channel Partners are required to meet the following requirements:

- All information related to bidding and tendering must be complete and accurate and provided in compliance with ShiningBot policies.
- With respect to any tender, Channel Partners cannot collaborate or collude with other bidders in any manner that is intended to manipulate, fix or rig the result.
- Never offer, give or authorize any item of value, gift or money to a government/private employee for the purpose of gaining an inappropriate business advantage.
- Do not share or obtain prior, during, or after a bid any confidential information associated with that bid in violation of applicable tendering rules and procedures.
- Never agree with an affiliate of any Channel Partner, ShiningBot Associate, a competitor or business partner to submit a non-competitive bid.

### **Honest and Accurate Dealings**

Channel Partners must not make any false representations about their relationships with ShiningBot including, but not limited to, oral misrepresentations of fact; the promotion or utilization of false documentation such as non-genuine customer purchase orders, fraudulent or forged contracts; forged letters of intent; and other false or inaccurate records.

## **Labor Standards**

ShiningBot expects our Channel Partners to treat their own employees fairly and in accordance with local laws, regulations, and standards regarding labour and employment.

### **No Involuntary Labor**

Employment with Channel Partners must be an expression of free choice. There may be no forced, bonded, or involuntary labour. Channel Partners must allow employees to discontinue their employment upon reasonable notice.

### **No Child Labor**

ShiningBot Channel Partners must not use child labour. ShiningBot Channel Partners will adopt procedures to verify and maintain documentation that no workers are younger than the local legal age for employment.

ShiningBot Channel Partners must follow all applicable local laws, regulations and standards concerning working hours and conditions for all workers. In keeping with applicable law, the term “child” generally refers to any person who is (i) under the age of 14, (ii) under the age for completing compulsory education, or (iii) under the minimum age for employment in any county or countries where the Channel Partner conducts business.

### **Lawful Employment**

Channel Partners must, prior to employing any employee, validate and review all relevant documentation to ensure that such employee has the legal right to work in that jurisdiction.

## **No Harassment or Discrimination**

ShiningBot is committed to the principle of equal employment opportunity and respects the diversity of our workforce. As such, all Channel Partners must comply with all applicable laws, regulations, and policies relating to equal employment opportunity, and non-discrimination in all of our personnel actions.

These actions include recruiting, hiring, layoffs, benefits, transfers, terminations, compensation, corrective action, and promotions. Employment opportunities will be extended without regard to race, colour, religion, national origin, gender, age, disability, marital status, veteran status, or any other protected status as defined by applicable laws. Examples of inappropriate behaviour include derogatory comments based on racial or ethnic characteristics and unwelcome sexual advances.

ShiningBot does not tolerate harassment of any kind. Although legal definitions of harassment may differ from country to country, "harassment" at ShiningBot includes any unwelcome conduct toward another person that creates an intimidating, hostile or offensive work environment.

Channel Partners are expected to maintain a working relationship with ShiningBot Associates and others that is always courteous, professional and free from harassment.

## **Collective Bargaining and Alignment with Local Laws**

Channel Partners must respect the legal rights of employees to join or to refrain from joining worker organizations, including trade unions. Channel Partners have the right to establish favourable employment conditions and to maintain effective employee communication programs as a means of promoting positive employee relations that make employees view third party representation as unnecessary.

## **Safe Conditions**

ShiningBot Channel Partners must provide a safe and hygienic working environment for workers and provide appropriate safety equipment and training. Employees of Channel Partners should report to work in condition to perform their duties, free from the influence of illegal or impairing drugs or alcohol. The use of alcohol or illegal drugs in the workplace will not be tolerated.

## **Working Hours**

Channel Partners must afford employees working hours that comply with applicable laws, regulations, and industry standards.

## **Wages and Benefits**

Channel Partners must provide wages and benefits that comply with all applicable wage and hour laws and regulations including those relating to minimum wages, overtime hours, piece rates, and other elements of compensation. Channel Partners must also provide legally mandated benefits.

## Environmental Standards

Channel Partners must comply with all applicable laws and regulations relating to the impact of their business on the environment. Compliance with environmental standards must include compliance with all international and applicable local laws affecting the source of materials and processes used to manufacture products.

### Waste Management

Channel Partners should take steps to ensure that waste is minimized and that items are recycled whenever practicable.

### Packing and Paper

Channel Partners should avoid undue and unnecessary use of materials and utilize recycled materials whenever appropriate.

### Conservation

Channel Partners should monitor and modify processes and activities as necessary to ensure conservation of scarce resources, including water and productive land in certain situations.

### Energy Use

Channel Partners should adapt efficient production and delivery processes to maximize efficient energy use and to minimize harmful carbon emissions.

## Accountability and Monitoring

### Accountability

Channel Partners' compliance with this Code will be reviewed when considering business relationships and future procurement decisions. Compliance violations may lead to disqualification from future opportunities with ShiningBot and may even result in the termination of the relationship.

Channel Partners are expected to have in place sufficient ethics and compliance-related controls and management oversight—consistent with their respective industry standards—appropriate for their size, complexity and exposure to ethics and compliance risks.

These controls need not constitute a formal ethics and compliance program, but they should be sufficient to prevent and detect violations of law and the provisions of this Code.

### Auditing and Monitoring

ShiningBot may periodically audit a Channel Partner's compliance with this Channel Partner Code. Any violations will be reported to the Channel Partner's management for their attention and, if



appropriate, corrective action. It is the intention of ShiningBot to discontinue its relationship with any Channel Partner that does not comply with this Channel Partner Code or, upon discovery of noncompliance, does not commit to a specific remediation plan to achieve compliance.

Channel Partners must provide reasonable assistance to any investigation by ShiningBot of a violation of this Channel Partner Code or of a violation by a ShiningBot Associate of ShiningBot's Standards of Conduct if related to the Channel Partner's business and allow ShiningBot reasonable access to related documentation.

Failure to cooperate with the Channel Partner Code of Conduct or a violation of this code may result in disciplinary action, up to and including the termination of the agreement between ShiningBot and the Channel Partner.

## Certification

Where required, each employee of a Channel Partner covered by the Channel Partner Code of Conduct will have to certify that he or she has: (i) reviewed the Channel Partner Code; (ii) understands it; (iii) and commits to abide by its standards.

## Reporting Issues and Suspected Violations

Channel Partners must report any conduct which they believe to be a violation or an apparent violation of this Code, law, or any other ShiningBot Policy to the ShiningBot Integrity & Compliance Helpline at <https://partners.shiningbot.com>. The ShiningBot Speak Up! Program is in place for you to report your concerns confidentially. Channel Partners are encouraged to work with their employees to resolve their internal organizational integrity and compliance concerns. However, as it relates to the relationship with ShiningBot, if a Channel Partner has any reason to believe that a ShiningBot Associate has not acted ethically, or has acted in a manner inconsistent with ShiningBot's Core Values, the Standards of Conduct, or this Code, this should also be promptly reported.

In bringing questions or violations to management's attention, Channel Partners are helping to ensure that ShiningBot achieves and sustains the highest levels of ethics and compliance and are helping build the foundation of our future success!

As such, Channel Partners are required to use Speak Up! to report:

- Accounting, record keeping and auditing irregularities.
- Expense reporting fraud or irregularities.
- Bribery, corruption or illegal payments.
- Inaccurate Financial records (or the intention to file inaccurate or irregular financial records)
- Criminal conduct.
- Violations of law.
- Discrimination and Workplace harassment.
- Product quality issues.
- Violation of (or the nonadherence to) Environmental, Health and Safety (EHS) standards.
- Conflicts of interest.
- Theft or fraud.

- Workplace violence.
- Substance Abuse.

Please note that, to preserve the confidentiality of reports, our Speak Up! Program is administered by an external party and NOT by ShiningBot. Speak Up! phone numbers are subject to change without prior notice, but the most current information can be found at the Channel Partner Program website <https://partners.shiningbot.com>

Retaliation ShiningBot does not tolerate retaliation against anyone raising a concern in good faith. Under no circumstances must the good faith reporting of any violation or suspected violation serve as the basis for any retaliatory actions to be taken against any individual making such a report.

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