



THIRD PARTY
CODE OF
CONDUCT

Thryve Digital Health LLP

Approved: 1 May, 2020



INTRODUCTION

Thryve Digital Health LLP (Thryve) is guided by its commitment to excellence in its business ethos and practices while operating within a developed framework of ethical and professional standards based on its core values. Thryve works under strict compliance with the laws and regulations of the land through sustained and inbuilt corporate governance coupled with sustainable development.

In line with the above ethos, Thryve expects Third Parties (*hereinafter defined*) it does business with to seek the same levels of ethical, fair and transparent conduct to guide their behaviour.

Code of Conduct: Thryve has prepared this **Third-Party Code of Conduct (“Code of Conduct” or “Code”)**, based on its internal policies and applicable legislation with the purpose of sharing its conduct and establishing, in a clear and precise manner, the standards of behaviour that are expected from all Third Parties.

Thryve understands that its Third Parties should be treated with the same respect with which it expects to be treated. Thryve also understands that the Third Parties may have other principles and values that guide its activities, however this Code of Conduct is formulated with the belief that this will in no manner conflict with any Third Parties core principles and values, if any, already adopted by them.

By receiving this Code of Conduct, the Third Parties acknowledge and agree that they shall work towards conducting their activities in accordance with the guidelines set forth in this document therefore supporting Thryve’s commitment to act in an ethical, legal, fair and transparent manner and counts on the support and cooperation of each of its Third Parties.



DEFINITIONS

Third Parties covers, any natural person or legal entity providing services or supplying goods to Thryve, which includes business partners, consultants, third party vendors, their employees or any other party they might engage with respect to obtaining, retaining or facilitating business, or for the conduct of matters to and with Thryve. The foregoing includes without limitation, any agents, brokers, handlers, intermediates, consultants, contractors, and other professional service providers engaged by Thryve or any of their business partners/agents/consultants.

Thryve denotes here **Thryve Digital Health LLP**.

Undue Advantage has the same meaning as provided under the Prevention of Corruption (Amendment) Act, 2018 .

LEGAL AND REGULATORY COMPLIANCE

Thryve policy is to follow the rule of law. Keeping in line with this, Third Parties interacting with or with expectation to work with Thryve shall comply with this Code as well as applicable local laws and regulations. To the extent any applicable law or regulation is more restrictive than this Code, such law or regulation shall govern. Thryve expects that its Third Parties shall follow this Code through implementation in its policies as well as adopt procedures and training protocols to ensure that they (Third Parties) and those serving Thryve through them will always work towards compliance with this Code.

In addition to any other specific contractual requirement, whenever a Third Party provides services on-site at any Thryve campus location, Third Parties must conduct themselves in accordance with and comply with all Thryves' policies and procedures, which includes this Code.

ANTI-CORRUPTION AND ANTI-BRIBERY

Thryve will not tolerate corruption or bribery in any form.

Corruption to Thryve means any payments made which, are not sanctioned as per the business contract or any payments, inducements, whether monetary or otherwise, which is considered as Undue Advantage that might lead to abuse of entrusted power for private gain (monetary or otherwise) for the recipient of the Undue Advantage.

Bribery for Thryve is an offer, promise or inducement of giving any benefit monetary or otherwise (e.g., promotion, training abroad etc.), which includes even the act of soliciting or accepting such benefit for doing something that might be business related for Thryve or might be illegal/unethical/immoral/improper that would lead to influence the judgement and/or decision making of the person who has received the benefit/inducement (e.g., government officials to expedite a file or license).

The act as well as an offer to give a monetary or non-monetary inducement towards gain, whether accepted or not will also be considered a corrupt act and an act to bribe and will be dealt with severely under this Code.

When conducting business with or on behalf of Thryve, it is expected that Third Parties shall do the following:

- To create awareness for itself and anybody it uses while dealing with Thryve regarding the laws of corrupt practices in India, as well as to comply with all applicable local and international anti-corruption laws and regulations, including, but not limited to the Prevention of Corruption Act, 1988, The Prevention Of Corruption (Amendment) Act, 2018 the Prevention of Money Laundering Act, 2002; and the U.S. Foreign Corrupt Practices Act 1977;
- Behave ethically in all business dealings;
- Always act in a transparent manner, especially when interacting with governments, agencies and officials;
- Maintain accurate books and records relating to all Thryve business and retain detailed supporting documentation;
- To not offer, give, promise or authorize any bribe, gift and hospitality, fee, reward or other advantage to any government official, customer, or third party to obtain any business advantage or improperly influence any action or decision;
- To not offer any kickbacks, that is a percentage in profits or sales to any authority;
- To not offer any facilitation payment or permit them to be made on their behalf. Facilitation payments are payments such as those made to hasten processes to procure licenses or permissions;
- Absolute care must be taken when interacting with government officials, including the office staff of government officials, their family, kith and kin as well as political candidates, their staff, employees, kith and kin;

- Third Parties shall not provide any service or enter into any arrangement that facilitates or may constitute Thryve being involved directly or indirectly in money laundering activities or any such economic offences, including raising or providing funds that would support illegal activities, tax evasion, terrorism or money laundering.
- To attend the training programs organized by Thryve to appraise the Third Parties of acts that are considered corrupt practices or practices of bribery/Undue Advantage.
- If at any time Third Parties do offer an Undue Advantage, to use The Office of Privacy Security & Compliance – Thryve Digital Health psoc@thryvedigital.com to report the same to Thryve to take remedial actions under the Prevention Of Corruption (Amendment) Act, 2018.

ETHICAL BUSINESS PRACTICES

Fair Competition / Anti-Trust/Non Compete

Thryve expects Third Parties to comply with all applicable competition and antitrust laws and regulations, which include:

- To be familiar with applicable competition laws;
- To not enter into agreements that could restrict competition;
- To not exchange information that is competitively sensitive;
- To gather information about competitors using ethical means and lawful sources;
- To comply with applicable export control laws and regulations;
- To follow any economic sanctions imposed by the world order;
- To not take advantage of business opportunities that they discover during the course of their dealings with Thryve, unless it is expressly waived by Thryve that it has no interest in the opportunity;

Conflict of interest

A Conflict of Interest occurs when personal interests of the Third Party conflicts and competes with the interests of Thryve that would either impair the Third Parties' ability to perform its responsibilities or create an appearance of impropriety in a given situation or can be regarded as an improper act for a business relation. In this regard Thryve expects its Third Parties to identify and avoid situations where an actual, potential, or perceived conflict of interest may exist and provide full disclosure of such perceived or detected conflict of interest to Thryve immediately.

Gifts, Presents, Hospitality, Meals, and Entertainment

During certain festive occasions it is customary to offer gifts of nominal value of \$50 dollars or its equivalent in Indian Rupees, to others that one has a business relationship with. In this regard Third Parties should not offer, promise, give or receive gifts, presents, hospitality, meals or entertainment to exert an undue influence on decisions that affect business related to Thryve, for the personal gain of the Third Parties or Thryve or to create or appear to create any type of conflict of interest while conducting business matters of Thryve.

Any gift/presents, hospitality such as meals, holiday packages or entertainment when offered or received should not be contrary to existing laws and must be justifiable in value and frequency that it is befitting the occasion and does not in any manner constitute a bribe/Undue Advantage under the anti-corruption laws of India.

In the event a gift is being offered to a government official or any public authority it must follow the following guidelines:

- Cannot create Undue Advantage for the recipient;
- It is not done to obtain or retain business or gain an improper advantage in business for Thryve
- And above all must be a bonafide good will gesture
- The gift can never be in the form of cash and if in a format of an item must be of a nominal value.

The above compliance requirement must be followed with respect to any gifts/entertainment that is offered or might be offered to the relatives of Thryve employees and/or to government employees.

All gifts given on the festive occasion has to be given sanction by Head – PSOC of Thryve. The gift sanction must be accurately recorded, must not be to a targeted group and must be of a nominal value. The same principles apply if a customer or supplier wishes to give you anything whether gift or a token of appreciation.

You can reach out to the Office of Privacy Security & Compliance by writing to psoc@thryvedigital.com for any clarifications or understanding on the above or to report any act that might fall under Undue Advantage.

Intellectual Property

Thryve expects the Third Parties to respect and protect Thryve's intellectual property. All Third Parties shall use the Thryve intellectual property if disclosed or provided under their contractual agreement with Thryve as per Thryve's guidelines. Third Parties recognizes Intellectual Property as an asset for Thryve and shall not be misused by the Third Parties or anyone acting through or for them.

Confidential Information

Information disclosed if declared to be of a confidential, private and sensitive nature must be used responsibly in a controlled and protected manner, at all times keeping in mind that there should be no disclosure of the same, and any disclosure of the same even if it was done arbitrarily or in a careless manner will be dealt with severely by Thryve, including, but not limited to, possible termination of the contract.

As Third Parties, when interacting with Thryve you will be given access to information that might not be available to others. All information marked Confidential or deemed confidential should be preserved and not disclosed to others and any information so disclosed must be used only for Thryve's legitimate business and must not be traded for personal benefit or even the benefit of Thryve.

When entering into contract with Thryve, Third Parties will be required to sign a Confidentiality and Nondisclosure Agreement which details the Third Parties confidentiality obligations to the Company. This includes protecting and responsibly using Thryve assets and complying with requirements of Thryve for maintaining confidentiality and security of these assets.

Safe, Healthy, and Harassment-Free Work Environment

Third Parties:

- Must treat everyone, including their employees and Thryve employees, with dignity and respect and provide a safe and non-discriminatory work environment.
- Must set working hours, wages and overtime pay in compliance with applicable laws and regulations in the state they operate.
- Must not possess, use, and/or distribute illegal drugs and/or alcohol while on Thryve owned or leased property.
- Must ensure compliance with the provisions of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013;
- To seek to provide a safe working environment including one that is free of any violent and disruptive behaviour, discrimination, and bullying.
- Third Parties shall not use child labour and shall employ personnel who meet the applicable minimum legal age requirement to work and there shall not be any use of personnel that is bonded or forced to work.
- Third Parties shall have a safe and healthy working environment provide adequate precautions and protection against workplace incidents.

Information Privacy and Security

A significant amount of Thryve's business involves the processing and use of information that is private and sensitive and that is protected by the Information Technology Act, 2000. Both Thryve and its Third Parties must abide by these laws to the extent applicable.

Thryve's information systems are the exclusive property of Thryve and are to be used for business purposes only. This includes but is not limited to desktop computer equipment; hard drives; printers; peripherals; software and operating systems; telephones; and network and/or Internet related accounts providing electronic mail ("email"), browsing, newsgroup access, social networking access and/or file-transfer capabilities.

Authorized users must exercise good judgment and professionalism when creating, editing, publishing, storing or transmitting content on Thryve's systems. This applies to all systems and applications, including but not limited to email, video, audio, images or pictures.

Third Parties:

- Must protect the security of computer systems.
- Must protect information used to access computers, networks or systems. Protecting information used to access computers ultimately protects Third Parties as well as Thryve.
- Must safeguard the confidentiality of all sensitive personal data or information ("SPI") under the Information Technology Act, 2000. Third Parties may also be exposed to confidential and proprietary information. Third Parties may have access to such information only if they need it to perform their job and they may use and disclose it only as permitted or required by law and their contract with Thryve.

Any breach of this obligation to maintain the confidentiality of proprietary information, SPI will be viewed very seriously and may result in termination of the contract.

Thryve has the right to audit Third Party security controls to ensure that security compliance meets expectations of Thryve.

All inquiries or calls from the press and financial analysts should be referred to The Office of Privacy Security & Compliance – Thryve Digital Health psoc@thryvedigital.com.

Third Parties shall ensure neither themselves or the others through them post or discuss information concerning Thryve services or business on the Internet unless they are authorized to do so.

Third Parties will not create any impression that leads the public to think they are speaking or acting on behalf of Thryve.

ADMINISTRATION

Complying with Thryve's Third Party Code of Conduct

As a pre-condition of being engaged with Thryve, Third Parties are required to review the Code on an annual basis and Thryve will take effective steps to see that the Third Party adheres to this Code.

Monitoring and Due Diligence

Thryve to show its commitment shall monitor on a regular basis whether the Code is followed. Compliance with the Code is an essential part of doing business with Thryve and Thryve expects Third Parties to have processes and controls in place to comply with this Code.

To ascertain this Thryve shall conduct due diligence on Third Parties for continued relationship. Thryve expects Third Parties to provide complete and accurate information to facilitate the due diligence process, when requested. If Thryve at any time of this process determines that the Third party is in breach of the Code, it will impose on the Third Party to implement a remediation plan, and/or suspend or terminate the relationship with the Third Party. This will form a part of the contractual relationship of the Third Party with Thryve.

In the event any violation of the Code is detected or reported, Thryve reserves the right to investigate the same. Thryve may utilize its internal staff and/or engage third party for the investigation. The investigations will be conducted in confidence and will be conducted in a fair and respectful manner. The investigation report will be reviewed by the Thryve PSOC team. Upon completion of the review the recommendations will be submitted to the Enterprise Integrity and Compliance team.

If you report any transgression under this Code, you are assured of all support by Thryve. This support is extended to any person who is assisting in any investigation or process with respect to such a violation as well. You can report any potential violation in good faith with no fear of consequences on your relationship with Thryve. Any retaliatory action if noted by you should be immediately reported to the Office of Privacy Security & Compliance – Thryve Digital Health email: psoc@thryvedigital.com.

Any Third Party that is part of an external investigation requires to disclose this to Thryve, unless it is prohibited by law.

Third Parties are expected to seek guidance from Thryve when questions arise involving conduct that is unethical or is in violation of this Code.

AMENDMENT

Thryve may in its sole discretion amend this Third-Party Code. Any amended Code will be shared in due course with the Third Parties, and the Third Parties must comply with any such amended Code.



ACCEPTANCE

Third Parties who work for or with Thryve will upon receipt of this Code agree to:

1. adhere to the requirements and expectations set out in this Code, with specific emphasis laid on the section regarding bribery and corruption;
2. seek their employees/agents or anyone they use to provide services to Thryve adhere to the requirements and expectations as provided in this Code;
3. to seek assistance to understand the provisions herein;
4. to provide complete and accurate information to facilitate the monitoring, investigation and any other due diligence efforts undertaken by Thryve;
5. to comply with the applicable laws and regulations applicable in the operating state and country at large,
6. to seek training and processes to be in place to follow this Code.

INDEX

Acceptance	10
Administration	9
Amendment	9
Anti-Corruption and Anti-Bribery	4
Complying with Thryve's Third Party Code of Conduct	9
Confidential Information	7
Conflicts of Interest	5
Definitions	3
Ethical Business Practices	5
Fair Competition/Anti-Trust/Non-Compete	5
Gifts, Presents, Hospitality, Meals, and Entertainment	6
Information Privacy and Security	8
Intellectual Property	6
Legal and Regulatory Compliance	3
Monitoring and Due Diligence	9
Safe, Healthy, and Harassment-Free Work Environment	7



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