



CTG

Committed to Good



CODE OF CONDUCT

www.ctg.org

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CODE OF CONDUCT

1. CORE PHILOSOPHY

That directors, employees, contractors, consultants, agents and representatives (hereinafter referred to as “Stakeholders”) engaged by CTG Global (hereinafter referred to as “CTG”) conduct the business of CTG in accordance with this Code of Conduct (hereinafter referred to as the “Code”) therefore reflecting the values of CTG.

2. CTG GOOD GOVERNANCE COMMITTEE (GGC)

The GGC’s objective is to promote operational excellence throughout the entire organisation and to significantly improve overall performance and compliance with CTG’s clients’ regulations. The GGC is also responsible for confirming CTG meets the benchmark parameters with respect to the services we provide to our clients, in particular relation to salaries, HR practices, local labour law, industry standards, etc.

The GGC will be responsible for the periodic review and continuous improvement of this Code, CTG’s policies and overall good governance across the board. The Committee will monitor compliance with the Code to ensure that the minimum compliance and ethical standards are being met.

The GGC has also been established so that there is a clear process to alert management in the event that potential ethics issues arise and to enable management to respond quickly and appropriately to minimise the impact on CTG (and potentially the wider community).

All Stakeholders are expected to report to the GGC (goodgovernance@ctgglobal.com) good faith concerns about actual or suspected violations or this Code or any of the regulations, rules, policies and procedures referred to or linked to herein. The GGC will meet within a minimum of 48 hours to discuss the reported violation and shall promptly and thoroughly investigate the issue and determine how best to address any reports made. The GGC may consult with outside counsel for assistance in determining the appropriate course of action.

The GGC is chaired by the CEO with representation from CTG Human Resources, Operations, Commercial and Legal departments. The GGC shall

meet at least quarterly to review compliance with this Code across CTG and to discuss new initiative to ensure continual alignment and improvement to CTG’s governance and ethical processes. From time to time, the GGC seeks external advice and guidance from industry leaders, NGOs and academics relevant to CTG’s sphere of operations.

3. VALUES

This Code is underpinned by a set of core values that ensure CTG conducts its business in compliance with the letter and spirit of the law, in a way that is socially accountable and in the best interests of our clients and Stakeholders.

CTG’s core values are:

- Integrity
- Accountability
- Transparency
- Lawful and ethical conduct
- Operational excellence
- Respect
- Inclusion

In addition to CTG’s core values, CTG, as a signatory to the UN Global Compact, expects all Stakeholders to understand, adhere to and support the 10 principles of the United Nations Global Compact:

HUMAN RIGHTS:

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: Businesses should make sure that they are not complicit in human rights abuses.

LABOUR:

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

ENVIRONMENT:

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: Businesses should undertake initiatives to promote greater environmental responsibility; and
- Principle 9: Businesses should encourage the development and diffusion of environmentally friendly technologies.

ANTI-CORRUPTION

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4. SCOPE AND APPLICATION

This Code, and the regulations, rules, policies and procedures referred to or linked to herein, applies to all Stakeholders. All Stakeholders are required to confirm that they have read, understood and conform to the Code.

In addition, where a Stakeholder retains third-party agents, contractors and/or consultants (“Third Parties”) to represent or perform work on behalf of CTG, the Stakeholder shall make them aware (a) of this Code and (b) the requirement that when acting for or on behalf of CTG Third Parties are required to conduct themselves in accordance with this Code. CTG maintains a zero tolerance policy for any violation of this Code and the regulations, rules, policies and procedures referred to or linked to herein; any such violations shall result in disciplinary action up to and including dismissal in accordance with the relevant labour law.

5. STATEMENT FROM THE BOARD

The board of directors of CTG “the Board” is committed to ensuring that Stakeholders comply with this Code and thereby conduct themselves and CTG business in keeping with the highest moral and ethical standards. The Board wishes to promote a culture of ethical and accountable behavior and encourages the reporting of corrupt practices, breaches of the law and matters potentially detrimental to CTG’s business or reputation.

6. CORPORATE SOCIAL RESPONSIBILITY

The environments in which CTG operates are often lawless and poorly governed, with the potential for individuals to be exposed to extreme risk and personal injury. This Code is designed so that adherence to it by Stakeholders will ensure their wellbeing and ensure that CTG conducts itself as a responsible and ethical services provider.

7. CONFLICT OF INTEREST

A “conflict of interest” occurs when personal or financial interests interfere with CTG’s interests or the interests of CTG’s clients or partners. By way of example a conflict of interest may arise if a Stakeholder, or a member of their family, gains personal enrichment as a result of access to confidential information through their role with CTG.

Stakeholders must avoid any situation that creates even the appearance of a conflict of interest. For example, Stakeholders must not, without prior written consent of a Director: offer their skills or services to competitors or potential competitors or engage in or directly or indirectly have an equity interest in a business that competes with or sells goods or services that are competitive to CTG or offers similar services directly to CTG’s clients; recommend or place business with a firm owned or controlled by another Stakeholder or his or her family; act as a consultant to a supplier, client or competitor of CTG or be employed by them or take money from them; have any financial or other relationships with local business partners, suppliers, clients or competitors that would impair the independence of any judgement they may need to make on behalf of CTG; perform, for any personal gain, services to any CTG supplier of goods or services or any other organisation that does business with or serves CTG; use their position for personal gain or to benefit any other business or person in any way that might contradict either the spirit or literal meaning of this Code.

Any existing business activity which does, or may, represent a conflict of interest must be reported to a Director or the GGC. In matters of conflict, or potential conflict, of interest it is recognised that there will be degrees of influence or involvement. In all cases of doubt Stakeholders

are expected to exercise maturity of judgment, act at all times in the best interests of CTG, and seek consent from a CTG supervisor or Director. CTG shall disclose to their clients any situation that may appear as a conflict of interest with respect to the relevant contract. CTG shall also disclose to its clients if any official or professional under contract with CTG's clients may have an interest of any kind in CTG's business or any kind of economic ties with CTG.

8. RESPONSIBILITIES FOR DEALING WITH EXTERNAL PARTIES

Stakeholders must not, without prior written authority from a Director, directly or indirectly state that they are representing CTG, its clients or its public position in respect to any matter; Stakeholders must never suggest that they are speaking on behalf of CTG when presenting personal views at community, professional, cultural events or on the internet. CTG's brand, logo and service mark must only be used for CTG purposes in compliance with CTG procedures and may not be used for other reasons without prior approval from a Director.

Stakeholders must not directly or indirectly engage in any activity which could, whether directly or by association, cause CTG or its client's public embarrassment or attract unfavorable attention from media or local authorities.

In order to protect Stakeholders' families all incidents are to be reported directly to the GGC. Any public release of appropriate information will then be cleared and made by a Director.

9. DEALING WITH FORMER STAKEHOLDERS

Stakeholders must not discuss proprietary or confidential business matters or share any information about a client, supplier, business partner, present or former colleague or other Stakeholders with former Stakeholders.

Doing business with former Stakeholders should be discussed and approved in writing by a Director. If a Stakeholder has any questions about the propriety of communicating with former Stakeholders they should discuss it with a Director.

10. IMPROPER USE OF CTG OR ITS CLIENTS' INFORMATION

Stakeholders must not disclose confidential information belonging or pertaining to CTG or any of its clients to any third party without prior written consent of a Director of CTG. Third parties must agree in writing and in advance to observe confidentiality restrictions in respect to such information. Stakeholders must not use any information of CTG or its clients for the purpose of directly or indirectly obtaining personal gain or to advantage any other person or entity.

11. DATA PROTECTION

Due to the nature of CTG's business, CTG Stakeholders may have access to personal data. CTG expects all its Stakeholders to conform to the United Nations Global Pulse's Privacy and Data Protection Principles which are based upon a number of global legal instruments concerning privacy and data protection.

CTG is committed to the protection of all data which is handled by or on its behalf and therefore requires that all Stakeholders comply with the abovementioned Principles and the documentation referenced therein, key points of which are set out below:

- To only access, analyze and otherwise use data that has been obtained by lawful and fair means, including, where appropriate, with the knowledge of the individual;
- To ensure, to the extent possible, that all of the data used by CTG Stakeholders for business purposes is adequate, relevant and not excessive in relation to the legitimate and fair purposes for which the data was obtained;
- To not knowingly or purposefully access, analyze or otherwise use personal data which was shared by an individual with a reasonable expectation of privacy without the knowledge or consent of the individual;
- To ensure reasonable and appropriate technical and organizational safeguards are in place to prevent unauthorized disclosure or breach of data;
- To ensure that data use is limited to the minimum necessary for CTG to perform its business in line

with its contractual and/or legal requirements; and

- To ensure that the data used for CTG’s business purposes is stored only for the necessary duration and that any retention of it is justified.

12. ANTI-BRIBERY AND ANTI-CORRUPTION

A “bribe” is defined as an offer, promise or authorisation, to give, or the giving of, anything of value to influence the actions of a third party. Bribes may include money, gifts, travel, hospitality, discounts, favours, business or employment opportunities, political or charitable contributions or any direct or indirect benefit or consideration given with the intent to persuade someone to act in one’s favour.

Bribery violates anti-corruption laws. All Stakeholders must make themselves aware of and follow all applicable anti-corruption laws.

CTG has a zero tolerance approach to bribery and will not tolerate bribery in any form or with any third party, whether public or private or directly or indirectly through a third party.

By way of further guidance:

(a) Gifts and Entertainment:

- Stakeholders must not give, seek or accept in connection with the operations or business interests of CTG any gift or gesture in the nature of hospitality or other personal favor or assistance that goes beyond common courtesies normally associated with general commercial practice.
- In particular, CTG Stakeholders shall not give any type of gift or offer of hospitality to the UN or any UN staff member, including but not limited to any invitations to sporting or cultural events, offers of holiday or other recreational trips, transportation or invitations to lunches or dinners. CTG Stakeholders shall not solicit or receive any such gift from a supplier or vendor on a UN contract. CTG will not offer any benefit such as free goods or services or a work position or sales opportunity to a UN staff

member in order to facilitate business.

- Reasonable and customary business gifts (such as hats, shirts, pens, notepads, coffee mugs, USBs etc) and entertainment that are of nominal value (up to \$50), that are clearly in keeping with good business ethics and do not induce or give the appearance of inducing the recipient to provide favourable treatment may be given to corporate clients.
- Stakeholders offered or exposed to such gifts or gestures must observe the policy theme of “... if there is doubt, there is no doubt ...”. For avoidance of doubt, any gift or gesture offered to or received by a Stakeholder which might, as a matter of cautious discretion, be in breach of the above policy must be reported to a Director with full details of the circumstances in which it was offered or received. If so advised by the Director the Stakeholder must return or refuse the gift or gesture and explain that it violates CTG’s ethical principles.
- The purpose of this policy is to ensure that the offer or acceptance of such gifts or gestures does not give rise to an obligation which can later be used, called upon or construed by others to allege, create, effect or attempt favoritism, discrimination, collusion or extortion or similar disruptive, illegal, unacceptable or unethical practices against CTG, the Stakeholder or others. Failure to comply with the above policy can result in severe sanctions including criminal liability for CTG and the Stakeholders involved. If a Stakeholder is found to have breached these rules CTG reserves the right to take disciplinary action up to and including dismissal and/or initiate legal action against the Stakeholder.

(b) Financial Inducements/Unacceptable Payments

- CTG and its Stakeholders shall at all times subscribe to and practice only lawful and commercial methods during the conduct of business operations, in accordance with the legal and commercial standard required within the local jurisdiction.
- It is recognised that in some environments standard business practice and expectation may from time to time expect the furnishing of facilitative payments to local officials and

gate-keepers at various levels. Where such a requirement is either anticipated or arises, the Stakeholder is to REFUSE and fully report the matter immediately to the Country/Regional Manager for recording and operational decision.

- Accepting bribes or other inducements will result in summary dismissal and, so long as the applicable labour law allows, the waiver of all Stakeholder benefits, outstanding salary or allowance payments and the right to repatriation at the expense of CTG.

(c) Political Contributions, Sponsorships and Like Activities

- CTG will not to make political contributions to any government official, political party, political party official, election committee or political candidate which could be viewed as being in contravention of this Code of Conduct.
- All proposed sponsorship of a non-political nature and related activities involving CTG must be approved in writing by a Director.

13. CLIENT MEETINGS

In order to avoid any questions about CTG's ethics and integrity all Stakeholders must comply with the following best working practices unless prior written consent has been obtained from a Director:

- Meetings with clients should be conducted during normal working hours.
- When meeting with CTG's UN clients, it is best to ensure the presence of a minimum of two UN staff members, or at least that a second knows of your meeting with one person.
- Meetings should be requested in writing.
- Meetings should have an agenda.
- Meetings should be minuted and where possible a meeting report should be shared internally; if possible the minutes should be shared with and agreed to by the client.

14. REPORTING AND RECORDS

Stakeholders must ensure that all CTG accounting records accurately and fairly reflect, in reasonable detail, all transactions and any relevant bases and factors underpinning or affecting them, any relevant contingencies, and all CTG's assets and liabilities.

Accounting records must be maintained in accordance with generally accepted international accounting principles and the financial and accounting policies issued by CTG. Any Stakeholder found to have intentionally prepared inaccurate reports, forms or other documents that will be relied upon by CTG to be an accurate record of the circumstances described in the record or that are to be disclosed to Third Parties or clients shall be subject to disciplinary action up to and including dismissal.

Stakeholders must fully cooperate with CTG's internal and external auditors. Stakeholders must not knowingly make false or misleading statements to the internal or external auditors of CTG and must not conceal any relevant information from the internal or external auditors of CTG.

Documents and other records must be retained in accordance with the requirements of the law, governing contracts and/or CTG policy. Stakeholders must familiarise themselves with these requirements and act accordingly; if the Stakeholder has any queries they should seek advice from a Director.

Documents that are in any way related to an ongoing or potential investigation of CTG by any government or UN agency must be protected and cannot be destroyed unless and until any such investigation has ended and destruction has been authorized by a Director. CTG corporate records and documents must not be removed from CTG premises or used for personal gain or benefit. From time to time CTG may be involved in legal proceedings that may require CTG to retain or make some records available to third parties. The law regarding retention of documents applies equally to all of CTG's records, whether in electronic or paper format, including formal reports as well as informal data such as e-mail, expense reports and internal memos. If the existence of a lawsuit or threatened legal claim, subpoena or a government investigation is known or reported to you, you should immediately contact the CEO and you must retain all related

records. Stakeholders are on notice that it is a crime to alter, destroy, modify or conceal documentation or other objects that are relevant to an investigation or otherwise obstruct, influence or impede an official proceeding and any such behaviour shall result in disciplinary procedures up to and including dismissal and/or the initiation of legal action against the Stakeholder.

15. USE OF CTG FUNDS

All stakeholders are required to follow CTG procedures in relation to the use of assets provided by CTG, the incurring of expenses related to CTG business and the spending of CTG funds.

Misappropriation of CTG funds shall not be tolerated; company, divisional and consolidated budgets must be adhered to at all times unless prior written consent of a Director has been obtained.

If any Stakeholder is found to have: committed a dishonest or fraudulent act; misused or misappropriated CTG funds; embezzled CTG funds; forged or altered negotiable instruments (such as CTG cheques or drafts); misappropriated CTG, client, partner or colleagues' assets; used CTG cash, securities, supplies, property or other assets for personal use; mishandled or misreported transactions; or falsified financial records, reports or statements they shall be subject to disciplinary procedures up to and including dismissal and/or the initiation of legal action against the Stakeholder.

16. USE OF CTG AND CTG'S CLIENTS' ASSETS

All Stakeholders are responsible for safeguarding assets under his or her control; Stakeholders have a responsibility to protect CTG and CTG's clients' assets from loss, theft, misuse and waste. In general, personal use of supplies, equipment or premises belonging to CTG or CTG's clients for non-work related purposes is prohibited, unless prior permission is received from a Director. General exceptions include the occasional use of CTG-owned personal computers to send and receive personal e-mail and the use of CTG telephones to make or receive personal, local telephone calls so long as neither activity interferes with CTG business and adheres to CTG internal policies for expense reimbursements, mobile phone usage

and company asset usage. Be aware that personal use of CTG computers and mobile phones may be visible to CTG and CTG reserves the right to access your CTG computer/emails/files/call logs/messages without notice. Stakeholders must ensure that their occasional personal use does not cause embarrassment to the Stakeholder or CTG.

CTG and CTG's clients' assets, including computer and mobile devices, shall never be used to conduct prohibited or illegal activity, including illegal internet searches.

Where CTG owns the computers and/or mobile devices supplied to Stakeholders all correspondence that is sent from or received through the company's systems or on a company asset is also owned by CTG. CTG may be required to provide emails, computer files, text messages, call logs etc in the case of investigation, litigation or governmental inquiry.

17. ALCOHOL, DRUGS AND GAMBLING

The misuse of legitimate drugs, except as prescribed by a Medical Practitioner, alcohol or gambling, whilst on active duty, will result in disciplinary action up to and including dismissal.

The use, possession, distribution or sale at any time of illicit or non-prescribed drugs, other controlled substances or locally produced organic substances deemed illegal under local Law will result in disciplinary action up to and including dismissal.

If the country of operation prohibits the consumption and/or possession of alcohol Stakeholders must adhere to and respect such local customs and laws; in such countries the use, possession, distribution or sale of alcohol will result in disciplinary action up to and including dismissal.

CTG reserves the right to test its Stakeholders or those of Third Parties at random for substance abuse, without prior warning.

18. CULTURAL AWARENESS

It is a requirement that Stakeholders understand and are sensitive to the nuances of different cultures and religions and that they respect the legitimate beliefs and faiths of all people. It must

be appreciated that this is fundamental to safety and effectiveness of CTG's operations. Respect for host nations, cultures and practices lies at the heart of CTG's operations and CTG has a zero tolerance policy for any lack of consideration or respect for such practices and norms.

19. CONFIDENTIALITY AND PRIVACY

It is the legal and ethical responsibility of all Stakeholders and Third Parties to use personal and confidential information in accordance with the law and CTG policy. All Stakeholders are to preserve and protect the privacy rights of the subject of the information as they perform their duties.

Stakeholders will, on occasion, have access to private, confidential or sensitive information including but not limited to business affairs, transactions, accounts, operations, work, trade secrets, investigations, discoveries, intellectual property, financing, personnel, government information, business and management systems, private communications, medical records, payroll and financial information.

Accessing, using and/or disclosing such information other than in the legitimate pursuit of employment duties constitutes misuse. Any misuse or unauthorised release of such information, either during employment or subsequent to the conclusion of employment at CTG, may be grounds for disciplinary action up to and including dismissal and/or the initiation of legal action against the Stakeholder.

20. TREATMENT OF COLLEAGUES AND CUSTOMERS

CTG expects all Stakeholders to be courteous, fair and honest in their dealings with all other Stakeholders, Third Parties and clients. CTG will not tolerate abuse, bullying, violence, exploitation (sexual or other), discrimination, harassment, arrogance, forced labour, slavery or any disparagement of other Stakeholders or of its clients, or behavior by any person which is unfair towards or with respect to any other person or group.

CTG does not tolerate any threats of, or actual, violence, sexual exploitation or abuse, verbal

or psychological harassment or abuse by its Stakeholders. Stakeholders must read and comply fully with the UN Secretary-General's Bulletin of 9 October 2003 entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" (ST/SGB/2003/13), the Secretary-General's Bulletin of 18 June 2002 entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission" (ST/SGB/2002/9) and the UNOPS Policy on prevention of harassment, sexual harassment, and abuse of authority.

Any Stakeholder who believes, in good faith, that he or she has been the victim of harassment should report this immediately to the Good Governance Committee, ethics@ctg.org. Instances of harassment that are, following an investigation, proven on the balance of probabilities shall result in disciplinary action up to and including dismissal.

21. LABOUR

CTG recognises and respects the rights of staff to freely associate, organise and bargain collectively in accordance with the laws of the countries in which they are employed. CTG recognises the importance of open communication and direct engagement between workers and management. CTG will respect the rights of staff to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

CTG does not use forced, bonded or indentured labour or involuntary prison labour. All work, including overtime work, will be voluntary and staff are free to leave their employment with CTG upon reasonable notice. CTG will comply with all applicable working hour requirements as established by local law and further comply with all laws and regulations regarding wages and hours, including those pertaining to minimum wages, overtime wages, piece rates and other elements of compensation and will provide legally mandated benefits to all staff.

22. HUMAN RIGHTS

Respect for the fundamental human rights of Stakeholders, persons Stakeholders encounter in and around the places CTG operates and in

carrying out CTG services and responsibilities is a cornerstone of CTG's values. In particular:

(a) Equal Opportunities/Discrimination

CTG will ensure that all activities are conducted in a manner that provides fair and equal treatment and access for all people. CTG shall not, and shall require that Stakeholders do not, at any time, discriminate on grounds of race, colour, religion, gender, age, political opinion, nationality, social or ethnic origin, social status, indigenous status, union membership, marital status physical ability, health condition, disability, or sexual orientation.

CTG is committed to the principle of equal opportunity in employment for all people and looks to ensure equity and diversity in the workplace. CTG expects each Stakeholder to judge and interact with other Stakeholders solely on their merit, and with maturity and mutual respect.

All employment decisions, including recruitment, hiring, training, promotion, pay, job assignments, discipline and discharge shall be solely based on merit and the inherent requirements of any contract; CTG reserves the right to select the most suitable Stakeholders for tasking and deployment, having regard to assessed levels of risk of personal or fatal injury.

CTG will not tolerate any form of discrimination and should any Stakeholder during their engagement with CTG encounter such it should be reported in writing immediately to the GGC. Instances of discrimination that are, following an investigation, proven on the balance of probabilities shall result in disciplinary action up to and including dismissal.

(b) Child Labour

All CTG Stakeholders must respect the rights of children (anyone under the age of 18). The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling (which is generally not less than fifteen or fourteen years where the local law of the country permits). In the event young workers are engaged through a workplace apprenticeship programme, CTG will comply with all laws and regulations governing such apprenticeship programmes. Additionally,

CTG will not engage any young workers to perform any work that is likely to be hazardous or to interfere with the young worker's education or that may be harmful to the young worker's health, physical, mental, social, spiritual or moral development.

All Stakeholders must ensure that CTG activities do not involve any form of child slavery, trafficking, debt bondage, serfdom, use of children in armed service, child prostitution, sexual exploitation, illicit acts or work that by its nature or circumstances is likely to harm the health, safety or morals of children.

CTG Stakeholders are expected to report any such activity that they become aware of, or have reasonable suspicion of to the competent authorities and the GGC. If child labour is involved or there is suspicion of its involvement in the supply of any service that CTG relies upon for its business an alternative supplier will be sought until the matter has been investigated.

(c) Human Trafficking

For the purposes of this Code human trafficking is the recruitment, harbouring, transportation, provision, or obtaining of a person for (1) a commercial sex act induced by force, fraud, coercion, or in which the person induced to perform such an act has not attained 18 years of age; or (2) labour or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage or slavery.

CTG Stakeholders will not engage in human trafficking, nor engage with any third party provider involved in such activities. CTG requires its Stakeholders to remain vigilant to such activities and to report any suspected or discovered instances to the competent authorities and the GGC.

(d) Slavery

CTG Stakeholders will not use slavery, forced or compulsory labour, or be complicit in any other entities use of such labour.

23. HEALTH AND SAFETY

All Stakeholders will conduct CTG activities in compliance with all relevant legislation, regulations and directives applicable to the country of operations to ensure a safe and healthy workplace. In addition all CTG Stakeholders will comply with the applicable health and safety policies for a client or a site, whilst working for a client or visiting a client's site.

24. ENVIRONMENTAL POLICY

CTG is committed to safeguarding the natural environment and expects Stakeholders to conduct and manage their activities in an environmentally sustainable manner. All activities will be planned and managed to ensure minimum environmental impact and in a manner sensitive to the cultural and social norms of the people they may affect; as a guideline CTG expects all operations to abide by a 'leave no trace' approach.

Furthermore, Stakeholders must know and follow the environmental policies and regulations that apply in their area of business and locale. Stakeholders should report any violations of environmental policies or potential hazards to their supervisor or a CTG Director.

25. CONDUCTING BUSINESS OVERSEAS

CTG is committed to conducting its activities in compliance with all applicable local laws and regulations.

Business conducted overseas must be undertaken in accordance with applicable local laws whilst maintaining the highest ethical, social and moral values. Where ambiguity exists between local and International law, Stakeholders are to adopt the higher standard and contact a Director or the GGC for guidance.

26. COMPLIANCE WITH LAW

Stakeholders shall, at all times be and remain subject to applicable local State, Territory and Federal laws of the country of operation and shall

conduct themselves accordingly at all times. It is the Stakeholders' responsibility to understand and conform with these laws. Stakeholders must promptly direct any questions, issues or request for further training on these areas to their manager or the GGC.

Stakeholders are on notice that CTG will report any conduct (whether suspected or conclusive) of an unlawful nature to local police authorities for investigation and prosecution, without notice to the Stakeholder concerned.

27. CONSEQUENCE OF NON-COMPLIANCE WITH LOCAL LAW

Stakeholders are on notice that it is easy to inadvertently breach local law in many overseas jurisdictions, and the consequences of doing so can be extremely severe. The rule of law may be tenuous, or non-existent, in certain locations. Stakeholders must therefore proceed with extreme caution and ensure compliance with local laws and regulations.

Prison facilities are often primitive, legal representation and bail may not be available, and policing and judicial systems are subject to long delays and corruption. Accessing an arrested Stakeholder in detention may be extremely difficult. CTG will make every effort to access and obtain the lawful release of any Stakeholder from foreign custody.

28. PROCUREMENT

CTG will conduct its business fairly, impartially, in an ethical manner and in full compliance with all applicable laws and regulations as they apply to CTG's business around the world. Stakeholders involved in proposals, bid preparation or contract negotiations must be certain that all statements, communications, certifications and representations to prospective and current clients are accurate and truthful.

At all times when engaging with the UN, CTG and its stakeholders shall take special care to fully comply with all regulations, rules, policies and procedures that apply to UN procurement and contracting with the UN including but not limited to:

- <http://www.un.org/depts/ptd/>;
- www.un.org/depts/ptd/supplier.html ;
- www.undp.org/content/dam/undp/documents/procurement/documents/UNDP_supplier_code_of_conduct.pdf; <http://www.un.org/en/ethics/policies.html>). (the “UN Regulations”)

Stakeholders preparing or otherwise supporting the preparation of bids and proposals to the UN shall be familiar, and comply, with all applicable UN Regulations.

Any Stakeholder who obtains or receives confidential or proprietary information related to UN procurement is (i) required to promptly notify his or her supervisor and (ii) strictly prohibited from using such information unless it is publicly available or provided officially by the UN. Improper disclosure of such confidential or proprietary information could violate laws protecting such information.

CTG maintains a zero tolerance policy for any violation of the UN Regulations; any violations of the UN Regulations shall result in immediate dismissal in accordance with relevant labour laws.

29. ANTITRUST AND FAIR COMPETITION

CTG is committed to complying with the antitrust laws in every jurisdiction in which CTG does business. CTG’s Stakeholders must not engage in any form of price fixing, bid rigging, territory dividing or other similar activities with competitors that negatively impact clients or are counter to free market principles. CTG will compete for business fairly and will not communicate with competitors regarding prices, costs, profits or marketing strategies.

30. MARKETING AND ADVERTISING

CTG is committed to representing its services and offerings fairly, honestly and accurately. Stakeholders must not release any advertising, marketing or promotional material that unfairly describes the services of a competitor or makes disparaging comments or innuendo. All advertising, marketing and promotional material must be signed off by a Director.

Stakeholders are advised that advertising, marketing and promotional materials must not state that CTG provides or have provided services to the UN and cannot contain the name, emblem or official seal of the UN or any UN agency unless prior written consent has been obtained from the UN.

31. INTERNATIONAL TRADE

Various governments and multinational organisations control the international movement of certain commodities, manufactured products, technical data, and services, and maintain full or partial trade embargoes and economic sanctions on certain targeted countries, entities and individuals. These controls may apply to imports, exports, financial transactions, investments, and other types of business dealings. CTG and its Stakeholders will comply with international trade laws.

32. WHISTLEBLOWERS

CTG is committed to maintaining a safe reporting environment that is free of fear, bullying and other negative consequences.

CTG expects its Stakeholders to be proactive; all Stakeholders are expected to report to the GGC (ethics@ctg.org) good faith concerns about actual or suspected violations of this Code or any of the regulations, rules, policies and procedures referred to or linked to herein.

CTG will not harass or retaliate against any Stakeholder who reports, in good faith, a suspected violation or concern or participates in the investigation of such suspected violation or concern, nor will it tolerate harassment or retaliation by other Stakeholders. Retaliation on Stakeholders who make such reports is subject to disciplinary action up to and including dismissal. CTG will investigate all allegations of retaliation, whether overt or subtle, and take appropriate action.

PRIVACY POLICY

INTRODUCTION

One of CTG's core functions is to take responsibility for the Duty of Care for all staff (which includes employees, consultants, local and international staff). This means being extremely well-informed of any risks, communicating risks, mitigating risks as far as possible and, finally, responding swiftly and appropriately in the event of any incidents. We consider that the work CTG carries out for the humanitarian community is highly important, but nothing comes before the safety of our staff.

PROCESSING OF PERSONAL DATA

CTG may process personal data belonging to anyone who has expressed an interest in or made contact with CTG, or one of its companies; these may include (but are not restricted to) the following interested parties (often referred to as 'you') – employees, contractors, consultants, directors, beneficiary owners, recruitment candidates, clients, and suppliers.

The data which CTG (or its related companies) process depends upon the nature of the relationship with the interested party concerned but is likely to include (but is not restricted to) the following:

- Personal and Contact Details: Title, Name, Address, Telephone and Electronic contact details (examples are:
 - Email address, Skype, Facebook, Whatsapp, Twitter, Linked-in)
 - Date of Birth and Gender
 - Passport details plus Nationality and citizenship
 - Relationship or marital status
 - Next of Kin (NOK) details
 - Financial information (such as bank, tax and insurance details)
 - Medical data including psychometric test results
 - Criminal record checks (for example, CRB)
 - CV with employment, experience, education and qualifications records – with appropriate verifications, including details of references and referees plus information provided by them.

- Marketing engagements and surveys
- Records of communications with interested parties
- Information provided by you through our website, Facebook or LinkedIn accounts and CTG's recruitment and
- HR management portals

WHY IS THIS DATA PROCESSED?

The overarching purpose for processing personal data is to facilitate, manage and, whenever possible, enhance the services provided by CTG to our interested parties. More specifically the reasons vary, again dependent upon the nature of your relationship with us, but include (not restricted to) the following:

- To enable us to fulfil contractual requirements
- To ensure that recruitment process is efficient and provides appropriately qualified staff in terms of aptitude and attitude
- To ensure that you are properly insured, paid correctly, and that your NOK can be informed in the event of an incident.
- To meet requirements of public interest and management standards
- Compliance with legal and regulatory obligations
- To manage marketing information effectively
- To facilitate swift responses to the above

WHAT IS THE LEGAL BASIS FOR CTG PROCESSING PERSONAL DATA?

Under GDPR there are 6 lawful reasons for processing data:

- Consent
- Contractual

CONFIDENTIAL

- Legal Obligation
- To protect vital interests

- To meet public interests
- Legitimate interests

The data, which CTG and its component companies process is deemed to be the minimum necessary and is justified by one or more of the aforementioned legal criteria.

HOW DOES CTG SOURCE DATA?

There are three main ways in which CTG sources personal data, all are legal, transparent and fair:

- Information You Give Us. Information which you give us when completing registration forms and the recruitment process, requested through our due diligence procedure or during our ongoing contact with you.
- Information We Collect. CTG collects information about you from our website, social media accounts, email and telephone contacts plus our due diligence procedures.
- Third Parties. We may collect information from third parties – in particular, we may use third party organisations to conduct background checks and verifications. Additionally, we may use the web and social media sources, all of which are publicly available and strictly open source.

STORAGE OF PERSONAL INFORMATION

The vast majority of personal data that is processed by CTG is stored electronically, predominantly in cloud-based systems, which are protected through encryption (both when static and in transit). Access is carefully managed and restricted appropriately. Any data that is held on servers or on hard drives is subject to restricted access and most of it is encrypted. Any hard copies of processed data are held in secure cabinets with restricted access. It must be noted that information received over the internet or from personal emails may not always be secure; CTG is not liable for corrupted information received from such sources.

All personal data shall be stored, for the minimum time necessary, which will vary but can be defined as follows:

- For as long as we have reasonable business needs, such as managing our relationship with you and managing our operations
- For as long as we provide goods and/or services to you and then for as long as someone could bring a claim against us
- Retention periods in line with legal and regulatory requirements and guidance.

USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION

In certain circumstances, we shall share your personal information with:

- Other Entities with Chelsea Group. Where the Chelsea Group entity lies outside the EEA, we would only transfer data where appropriate safeguards were in place or restrict the information being given.
- Selected third parties with whom we work – for example, clients or potential clients, insurers, solicitors, travel agents, sub-contractors, accountants, government departments and agencies and external IT and data providers and centres.
- Any Chelsea Group entity or third party that you consent to giving your information to for marketing purposes (such consent will be sought prior to our sharing this data)
- Legal Requirement. Any other third parties where necessary to enable us to enforce our legal rights, or to protect the rights, property or safety of our employees or where such disclosure may be permitted or required by law.

COOKIES

A “cookie” is a bite-sized piece of data that is stored on your computer’s hard drive. They are used by nearly all websites and do not harm your system. How to reject cookies: If you do not want to receive cookies that are not strictly necessary to perform basic features of our site, you may choose to opt-out by changing your browser settings. Most web browsers will accept cookies but, if you would rather we did not collect data in this way, you can

choose to accept all or some or reject cookies in your browser's privacy settings. However, rejecting all cookies means that you may not be able to take full advantage of all our website's features. Each browser is different, so check the "Help" menu of your browser to learn how to change your cookie preferences. For more information, generally on cookies, including how to disable them, please refer to www.aboutcookies.org. You will also find details on how to delete cookies from your computer.

YOUR RIGHTS

All interested parties have the following rights under GDPR and CTG fully respects them:

- To be informed about the processing of your personal information
- To have your personal information corrected if it is inaccurate and to have incomplete information completed
- To object to processing of your personal information
- To restrict processing of your personal information
- To have your personal information erased ("right to be forgotten")
- To request access to your personal information

and to obtain information about how we process it

- The right to move, copy or transfer your personal information ("data portability")
- In relation to automated decision making, which has a legal effect or otherwise significantly affect you.
- To complain to our Supervising Authority, the UK's independent authority on information rights the Information Commissioner's Office (ICO)
<https://ico.org.uk/>

Please note that there may be occasions where you object to, or ask us to restrict, or stop, processing of your personal information, or erase it, but we shall be unable to comply with such requests for legal reasons.

To exercise any of these rights, or if you have any other questions about our use of your information, please email helpdesk@ctgglobal.com and cc GDPR@chelseagroupworldwide.com

CHANGES TO THE POLICY

CTG reserves the right to amend this privacy policy. You are advised to visit this website section periodically in order to keep up to date with the changes in CTG's privacy policy.