



# **PROCUREMENT & RESPONSIBLE SOURCING POLICY**

Version 1.0  
Date: 28 November 2019

**Approved by Creditinfo Group CEO**

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## I. Creditinfo Compliance Policies

### A. Compliance Policies

Our Creditinfo Compliance Policies define the business and ethical behaviours that we all need to demonstrate when working for Creditinfo Group hf. and any other entity, subsidiary, and/or affiliate within the Group (the "Group" or "Creditinfo Companies"). They are mandatory. While these are for internal use, we also publish them externally in support of transparency.

Our Compliance Policies are available to the general public at <http://www.creditinfo.com/policies>. However, in certain circumstances, a Policy may use or reveal information which is not available to the general public and which could be considered of some importance internally and/or to Group shareholders, customers, business partners, and others. In such cases, the Policy will not be available at the URL above.

Employees may request a comprehensive list of the Group's Compliance Policies (including any policies that are unavailable at the URL above) via email at [compliance@creditinfo.com](mailto:compliance@creditinfo.com). Any compliance-related questions may be directed to this inbox.

*The Group's Compliance Officer, Carly Souther, can be contacted at +34.691.043.161, or via email at [c.souther@creditinfo.com](mailto:c.souther@creditinfo.com).*

### B. Definition of "Third-Party" for Purposes of This Policy

Creditinfo's mission is to serve as a trusted and responsible service provider for credit information and risk management solutions for our clients worldwide.

Consistent with Creditinfo's values, we work to establish supplier relationships that contribute to shareholder value and are the best for our clients. The Group sets high standards for accountability, operational control, innovation, and performance and we expect the same from our third-party sourcing partners.

Accordingly, all of the Group's third-party partner decisions must (1) create the best outcome for our clients, and (2) build mutually beneficial vendor relationships that contribute to shareholder value.

For purposes of this Policy, the term "Supplier" shall mean any third-party sourcing relationship, and includes a relationship with any vendor, partner, outsourcing entity, or other third-party organization, as well as any of the entities with whom such third-parties sub-contract, providing or acquiring services, goods, or works on behalf of any subsidiary of Creditinfo Group.

### ***C. Compliance Policies & Third-Party Vendors***

Creditinfo expects all of its employees to comply with the law and act ethically in all matters. We have the same expectations of our Suppliers to not give or receive, whether directly or indirectly, bribes or other improper advantages for business or financial gain. No employee may offer, give, or receive any gift or payment, which is, or may be construed as being, a bribe.

Group employees who order Purchase Objects (see Annex 1), are responsible for providing potential Suppliers with Creditinfo Key Policies and Regulatory Compliance Documents to review before submitting a tender for consideration in the Supplier Selection process.

The following Compliance Policies shall be provided to all prospective Suppliers as part of the Procurement process:

- Creditinfo's Code of Conduct Policy, v. 1.0, April 2019
- Creditinfo's Conflicts of Interest Policy, v. x.0, March 2019
- Creditinfo's Anti-Bribery Policy, v. 1.0, April 2019
- Creditinfo's Anti-Money Laundering Policy, v. 1.0, April 2019
- European Union GDPR Supplier Data Privacy Statement

Any Supplier queries about Creditinfo Compliance Policies may be directed to the Group's Compliance Officer, Carly Souther, at +34.691.043.161, or via email at [c.souther@creditinfo.com](mailto:c.souther@creditinfo.com).

## II. Expectations for Suppliers

We expect our Suppliers to develop and implement appropriate internal business processes in compliance with our Creditinfo Compliance Policies; in addition to the requirements set forth therein, which all Suppliers must respect and adhere to, Suppliers shall comply with the following requirements:

### **Prohibition on Cartel Activity**

Creditinfo expects all of its suppliers to comply with all applicable antitrust and/or competition laws in every jurisdiction where we conduct business.

### **Trade Sanctions**

Creditinfo expects its Suppliers to respect and abide by its expectations of not doing business with individuals and countries subject to an embargo or economic sanctions by the U.S. Department of Treasury's Office of Foreign Assets Control.

### **Intellectual Property Rights**

Creditinfo places a high value on its Intellectual Property and the Intellectual Property Rights ("IPR") of others. The Group acknowledges and protects the rights of its Suppliers in their IP, while also protecting Creditinfo's rights in its own IP.

## III. Supplier Guiding Principles

### ***A. Values and Commitments at Creditinfo***

The reputation of the Group is built on trust and respect. Our employees and those who do business with us around the world know we are committed to earning their trust with a set of values that represent the highest standards of quality, integrity, excellence, compliance with the law, and respect for the unique customs and cultures in communities where we

operate. Creditinfo has always endeavored to conduct business responsibly and ethically.

We respect international human rights principles aimed at promoting and protecting human rights, including the United Nations Declaration of Human Rights and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work. We actively participate in the United Nations Global Compact. Our acknowledgment of these international principles is consistent with our dedication to enriching the workplace, preserving the environment, strengthening the communities where we operate.

### ***B. Reflecting the Group's Values***

The Supplier Guiding Principles are driven by the belief that good corporate citizenship is essential to our long-term business success and must be reflected in our relationships and actions in our workplaces and the workplaces of those who are authorized to directly supply our business.

Recognizing that there are differences in laws, customs, and economic conditions that affect business practices around the world, we believe that shared values must serve as the foundation for relationships between Creditinfo and its Suppliers.

The Supplier Guiding Principles communicate our values and expectations and emphasize the importance of responsible workplace policies and practices that comply, at a minimum, with applicable environmental laws, and with local labor laws and regulations. The principles outlined below reflect the values we uphold in our own Creditinfo Compliance Policies, and we expect our direct suppliers to follow the spirit and intent of these guiding principles.

### ***D. Guiding Principles***

Suppliers to Creditinfo, and Suppliers authorized by Creditinfo, are required to meet the following standards, at a minimum, with respect to their operations as a whole:

### **Laws and Regulations**

Supplier will comply with all applicable local and national laws, rules, regulations and requirements in the manufacturing and distribution of our products and supplies and in the provision of services.

### **Child Labor**

Supplier will adhere to minimum age provisions in compliance with all applicable local and national child labor laws.

### **Forced Labor**

Supplier will prohibit physical abuse of employees. Supplier will prohibit the use of all forms of forced labor, including prison labor, indentured labor, bonded labor, military labor, or slave/compulsory labor.

### **Abuse of Labor**

Supplier will comply with all applicable local and national laws on abuse of employees and will not physically abuse employees.

### **Freedom of Association and Collective Bargaining**

Supplier will respect employees' right to join, form, or *not join or form*, a labour union without fear of reprisal, intimidation, or harassment. If employees are represented by a legally-recognized union, then Supplier will establish a constructive dialogue with their freely chosen representatives and bargain in good faith with such representatives. Supplier will comply with all applicable local and national laws on freedom of association and collective bargaining.

### **Discrimination**

Supplier will maintain workplaces that are free from discrimination or physical or verbal harassment. The basis for recruitment, hiring, placement, training, compensation, and advancement should be qualifications, performance, skills and experience. Supplier will comply with all applicable local and national discrimination laws.

### **Wages and Benefits**

Supplier will compensate employees relative to the industry and local labor market. Supplier will operate in full compliance with applicable

local and national wage, work hours, overtime and benefits laws, and offer employees opportunities to develop their skills and capabilities, and provide advancement opportunities where possible.

### **Work Hours and Overtime**

Supplier will provide a secure, safe, and healthy workplace. Supplier will maintain a productive workplace by minimizing the risk of accidents, injury, and exposure to health risks. Supplier will comply with all applicable local and national work hours and overtime laws.

### **Health and Safety**

Supplier will comply with all applicable local and national health and safety laws.

### **Environment**

Supplier will conduct business in ways that protect and preserve the environment. Supplier will comply with all applicable local and national environmental laws.

### **Demonstration of Compliance**

Supplier must be able to demonstrate compliance with this Policy at the request and satisfaction of the Group.

These minimum requirements are a part of all agreements between Creditinfo and its direct and authorized Suppliers. We expect our Suppliers to develop and implement appropriate internal business processes to ensure compliance with the Supplier Guiding Principles and all Creditinfo Compliance Policies.

## **IV. Purchasing and Vendor Selection**

Every purchase requires a Purchase Order (P.O).

### ***A. Authorisation Matrix***

**Pursuant to the guidelines in this Section IV. A., if approval is required for a purchase / to complete a P.O., then such authorisation**



**must be obtained and granted prior to drafting a contract for that Purchase Object.**

- If they are within approved budgets, then purchases under five hundred Euros and zero Cents (**EUR 500,00**) may be made by all **Department Heads or Managers**;
- If they are within approved budgets, then purchases over one thousand Euros and zero Cents (**EUR 1.000,00**) require the approval of the **COO, CTO, or similar executive officer** (dependent on the leadership positions established in each Creditinfo Company);
- Purchases over three thousand Euros and zero Cents (**EUR 3.000,00**) require the approval of the **Country Manager**;
- Purchases over five thousand Euros and zero Cents (**EUR 5,000.00**) require a **tender process** from a **minimum of three (3) vendors and approval by the Regional Manager**. See Appendix 1 for a Recommended Purchase Policy Template for a tender; and,
- Purchases over ten thousand Euros and zero Cents (**EUR 10,000.00**) also require the approval of (1) the **Board of Directors of the local Creditinfo Company**, and (2) either (i) the **Creditinfo Group CFO**, unless the CFO is on the Board of Directors in the local Creditinfo Company, in which case the second authorization must come from (ii) an **individual who was specifically appointed by Creditinfo Group senior management** for this purpose.

Such approval must be received in writing by formal signature or electronically (by e-mail).

## **B. The Role of Procurement**

The role of procurement is to deliver value to the company as a core element of the Integrated Supply Chain (ISC). This value derives from our people, processes, and technologies that secure goods and services in support of our internal partners and customers in the development and delivery of products and offerings.

This Procurement & Responsible Sourcing Policy must be followed by all Creditinfo Companies and adopted into their policy and procedure manuals.

## **C. Purchasing Process**

The purchasing process involves eight (8) stages as outlined below with relative actions:

### **Stage 1**

When a purchase requirement is identified within each Creditinfo Company, the respected Country Manager must be notified. The requirements have to be detailed and a request for quotation from vendors is needed. The quotation must be approved by the Country Manager (or someone s/he appoints). External suppliers should be advised of the following:

- They are participating in a "make or buy" analysis;
- Any data they provide will be used within the company at company's discretion; and,
- There is no commitment that an external purchase will result from their "make or buy" input to a Creditinfo Company.

### **Stage 2**

Based on the offers/quotes received from the vendors, relevant department of the Creditinfo company has to perform verification on the legal status of the suppliers/vendors. This can usually be checked in the database of the commercial register, when entering the registration number of the company or by requesting a document for this with relevant local authorities or databases.

It is completely forbidden that vendors/suppliers shareholders and key management are connected by family/friendship nor that the vendors/suppliers are partly or wholly by any current or previous employee of the Creditinfo company unless a specific authorisation is given by Creditinfo Group CEO.

### **Stage 3**

The selection of a supplier/vendor has to be performed by comparing the prices quoted for the goods/services, quality guaranteed, terms and discounts, etc.

The limits for selection of a vendor or concluding a contract are in accordance with authorisation matrix for approval of expenses.

At least 3 quotations must be found for each possible contract if the purchase amount is five thousand Euros and zero Cents (**EUR 5,000.00**) or more. See Appendix 1 for a Recommended Purchase Policy Template for a tender

### **Stage 4**

Once a vendor is approved according to the procedure for purchasing – Stage 3 and some form of agreement with this vendor is concluded, the Country Manager (or some department assigned by the Country Manager, e.g., finance department) has to receive all relevant documentation as an evidence for this. Usually the department/person responsible for providing all the documentation is the one which has raised a request for a new vendor at purchasing process commencement.

This should take place prior to a transaction being carried out with the supplier. If this process was omitted, the respected department/person will notify the relevant company department (e.g. IT) that there is an invoice for which no supporting documents exists.

### **Stage 5**

The placement of purchase order should start with filling in a requisition form for the purchase. The requisition form has to be checked for approval by the department responsible for the procurement (office manager, IT manager, etc.).

Once the Purchase requisition is approved, the Purchase Order is placed with the supplier; the requisition form has to be delivered together with the document for payment to the Finance department.

The minimum details of the requisition form are as follows:

Field Name	Instructions
<b>Requester details</b>	
Department	Input requestor's department.
Type of purchase	Goods/services
Vendor Name	Type in full name of the supplier.
Quantity	Quantity purchased
Unit standard Price	Unit price of the goods / service purchased
Price	Amount negotiated for the actual delivery
First Approver	Define the first approver
Second Approver	Define the approver

### **Stage 6**

The approvals of the Requisition forms, hence Purchase orders must be performed strictly following the authorisation levels of the authority matrix in force for the Creditinfo Company.

Approvals must be received in writing by formal signature or electronically (by e-mail).

### **Stage 7**

Upon receiving of the invoice or document for payment, it is a responsibility of the Country Manager (or some department assigned by the Country Manager, e.g., finance department), according to the segregation of duties (SOD) that should be in place, to check all the requisites of the document and their compliance with the requisition form and contract (if any).

Country Manager (or some department assigned by the Country Manager, e.g., finance department) match the invoice amount with the purchase order. A tolerance of 5% is allowed. In case of invoice with a price higher than 5% will be blocked for payment and investigated with the requestor for approval.

Invoices without P.O. shall be blocked for payment and send to the requester (that is the department which request the goods/services) for approval.

### **Stage 8**

The confirmation of the delivery has to be performed by the person, who prepared the requisition form and asked for approval of the purchase order. According to SOD rules these are the local team managers.

Confirmation must be evidenced with a protocol of the delivery of the goods/services or if missing - signature on the invoice as an evidence for the receipt.

### **Stage 9**

Payment is performed by Finance according to the SOD matrix and under the following conditions:

- The purchase order has been approved;
- The invoice matches with the requisition form, and contract conditions; and,
- All the required authorization is in place.

## **D. Purchases of Goods and Services Not Requiring Purchase Orders**

The usual method for Procurement purchases is the Purchase Order process; however, purchases can be made without the use of Purchase Orders in limited situations for approved categories for goods and services (e.g. stationery, small supplies, and utilities).

Supplier Evaluation and Assessment is performed once per year based on actual prices comparison and services of delivery by the departments in charge of procurement and finance department.

The approved Non-Purchase Order category includes a “low value” category to accommodate low value transactions.

Invoices without P.O. over the range will be posted "blocked for payment" and sent to the requester (that is the department which request the goods/services) for approval.

## **E. Separation of Duties**

Separation of Duties minimizes the potential for fraud or collusive activity in the procurement process.

No one individual should have responsibility for more than two (2) (preferably one) of the following procurement related activities:

- i. Define the requirements (for example, quantity and date required or scope of work);
- ii. Select the supplier and determine price, terms, conditions and place Purchase Order;
- iii. Confirm the receipt of products or services; and,
- iv. Process the invoice for payment (i.e., Accounts Payable).

## Appendix I.

### RECOMMENDED PURCHASE POLICY TEMPLATE FOR THE TENDER PROCESS AT A CREDITINFO COMPANY

The purpose of this Recommended Template is to set forth and regulate the purchases of goods, services, and works carried out by Creditinfo subsidiaries.

In the template, Columns 1 and 2 are identical. However, the purpose of the columns is to enable the text to be translated into the language of your Creditinfo Entity. If applicable, complete (i) clause 9.3, and (ii) translate Column 1 into your Entity's second operating language. If English is your Entity's operating language, then delete (i) delete Column 1, and re-size Column 2 appropriately; and, (ii).

#### **PURCHASE POLICY OF CREDITINFO [ENTITY]**

##### **1. Purpose**

- 1.1. This Purchase Policy (the Policy) regulates the purchases of goods, services and works (the Purchase Object) carried out by Creditinfo [Entity] (the Company).
- 1.2. The purpose of the Purchases is to acquire the necessary goods, services or works in accordance with the requirements of this Policy and using the allocated funds rationally.
- 1.3. The Purchases shall be carried out professionally and transparently, they must be objective, comply with the principles of free competition and business ethics.
- 1.4. The Purchases shall be carried out in accordance with the legal acts of the Republic of Lithuania and this Policy.

##### **2. Concepts and definitions**

- 2.1. **Survey** – a method for selection of the Supplier when the invited Supplier can submit the tender.
- 2.2. **Survey Document** – a document sent to the potential Supplier describing the Purchase Object and terms of the Purchase.
- 2.3. **Purchase** – a purchase that is carried out

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- 2.3. **Purchase** – a purchase that is carried out

in accordance with this Policy.

- 2.4. **Purchase Object** – goods, services, or works that the Company intends to acquire.
- 2.5. **Purchase Agreement** – sale-purchase, service, or other agreement that is entered into between the Company and the Supplier when acquiring the Purchase Object.
- 2.6. **Purchase Value** – an amount within the limits of which the Company plans to acquire/acquires the Purchase Object. If the Purchase Object is being purchased on the basis of a Purchase Agreement that is valid for respective period, the Purchase Value is the total amount payable/paid during the period of validity of the Purchase Agreement.
- 2.7. **Supplier** – a natural person, a legal person, or a group of such persons who provide (or can provide) the Purchase Object to the Company.
- 2.8. **Supplier's Selection Report** – a document that validates the selection of the Supplier which indicates the tenders submitted by the Suppliers who participated in the Survey as well as names the criteria on the basis of which one of them was selected.

### 3. Organisation of the Purchase Process

- 3.1. The required goods, services, or works that are purchased under, and in accordance with the terms and conditions of, the valid Purchase Agreement that was entered into with the Supplier.
- 3.2. Before every purchase of goods, services, or works under the valid Purchase Agreement, it must be ensured and verified that the volume of the Purchase Agreement and authorisations of the person signing the agreement on behalf of the Company are not exceeded.
- 3.3. Purchase Agreement with a new Supplier may be executed in the absence of a Supplier with whom a valid Purchase Agreement is already concluded, according to which the Company could purchase the

in accordance with this Policy.

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- 3.3. Purchase Agreement with a new Supplier may be executed in the absence of a Supplier with whom a valid Purchase Agreement is already concluded, according to which the Company could purchase the



necessary goods, services or works.

3.4. When the estimated value of a Purchase is less than **EUR 5.000,00** (regardless of whether the total amount is (i) a one-time payment, or (ii) divided into two (2) or more instalments to be fully paid in one (1) year or less) and the Purchase Object required for the Company cannot be purchased from the Supplier under the valid Purchase Agreement as provided for in Section 3.1 of this Policy, the Purchase process and Survey of the Suppliers shall not be carried out. The **[Managing Director/CEO]** of the Company shall confirm in writing the selection of the Supplier by certifying (signing) the received VAT invoice.

3.5. When the estimated value of a Purchase is equal to, or exceeds, **EUR 5.000,00** (regardless of whether the total amount is (i) a one-time payment, or (ii) divided into two (2) or more instalments to be fully paid in one (1) year or less) and the Purchase Object required for the Company cannot be purchased from the Supplier under the valid Purchase Agreement as provided for in Section 3.1 of this Policy, the Purchase process shall be initiated and Survey of the Suppliers carried out in accordance with the procedure set forth in Sections 4 and 5 of this Policy.

#### **4. Determination of the Requirements for the Purchase Object and the Supplier**

4.1. Prior to commencing the process for the selection of Suppliers, clear requirements shall be determined for both the Purchase Object and the selection of the Supplier. The Company's **[Managing Director/CEO]** must provide written approval of these requirements. The selection of the Suppliers shall not commence until such requirements are specified in writing.

4.2. The requirements must include, but are not limited to, the following information:

4.2.1. *Description and specification of the Purchase Object.* The essential features/characteristics of the Purchase Object must be specified. As related to the goods, services, or works of one Supplier,

necessary goods, services or works.

3.4. When the estimated value of a Purchase is less than **EUR 5.000,00** (regardless of whether the total amount is (i) a one-time payment, or (ii) divided into two (2) or more instalments to be fully paid in one (1) year or less) and the Purchase Object required for the Company cannot be purchased from the Supplier under the valid Purchase Agreement as provided for in Section 3.1 of this Policy, the Purchase process and Survey of the Suppliers shall not be carried out. The **[Managing Director/CEO]** of the Company shall confirm in writing the selection of the Supplier by certifying (signing) the received VAT invoice.

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there should be no excessive requirements that could limit the selection of that Supplier.

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4.2.2. *Quantities and/or volumes of the Purchase Object.*

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4.2.3. *Place and terms of delivery, performance, or execution of the Purchase Object.*

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4.2.4. *Qualitative, environmental, and occupational safety requirements.*

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4.2.5. *Requirements for certificates, declarations of conformity, licenses according to the laws of [Entity's Country] and similar.*

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4.3. The Company is committed to conducting business responsibly and, therefore, focuses on cooperating with Suppliers and building sound, long-term, relationships. For this reason, it is expected that the Suppliers of the Company will also adhere to the same high standards of business conduct. Accordingly, when conducting a search of the Suppliers, it is necessary to assess the Suppliers in question in order to ensure that each entity acts appropriately and in accordance with the Company's requirements for Suppliers and applicable Group Compliance Policies.

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## 5. Supplier Selection Process

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### Survey of the Suppliers:

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5.1. For every Purchase, prior to determining the requirements and/or selecting the Supplier, a group consisting of the Company's [Managing Director/CEO] and the employee who ordered the Purchase Object (the Purchasing Group) shall be formed. On a case-by-case basis (e.g., if there is a need for additional competence or if there is a risk of an information leak or similar concerns), the Company's [Managing Director/CEO] may determine that other employees of the Company, and/or external experts, should be included in the Purchasing Group; likewise, the Company's [Managing Director/CEO] may determine that the employee who ordered the Purchase Object should be not included in the Purchasing Group.

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- 5.2. After defining clear requirements for both the Purchase Object and the selection of the Supplier, the process for the Survey of the Suppliers may commence, i.e., the employee who is conducting the selection of the Suppliers shall prepare the Survey document and send it to the potential Suppliers, along with a request to submit tenders in accordance with the Purchase conditions specified in the Survey document.
- 5.3. The Survey document must specify the following information:
- 5.3.1. *Description of the Purchase Object* (main requirements for the goods, services, or works; conditions for the provision or acquisition of the Purchase Object; quality standards and requirements; the Supplier's primary obligations; the terms of liability; the price of the goods, services, or works; and, any other essential conditions).
- 5.3.2. *Information on how the price should be calculated and expressed.*
- 5.3.3. *Deadline, place, and method for the submission of tenders.*
- 5.3.4. *Main terms of the future Purchase Agreement and other requirements and, if available, the standard agreement template.*
- 5.3.5. *Any other information the Purchasing Group deems to be useful or necessary.*
- 5.4. The Survey document shall be sent to such number of the Suppliers in order to use the market competitive environment to the maximum extent. Except in exceptional cases, as determined by Company's [Managing Director/CEO], at least three (3) Suppliers must participate in the process for the Survey of the Suppliers.
- 5.5. The Survey document shall be sent to prospective Suppliers by e-mail.
- 5.6. In the course of the process for the Survey of the Suppliers, a prospective Supplier may be required to provide or confirm
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- 5.3. The Survey document must specify the following information:
- 5.3.1. *Description of the Purchase Object* (main requirements for the goods, services, or works; conditions for the provision or acquisition of the Purchase Object; quality standards and requirements; the Supplier's primary obligations; the terms of liability; the price of the goods, services, or works; and, any other essential conditions).
- 5.3.2. *Information on how the price should be calculated and expressed.*
- 5.3.3. *Deadline, place, and method for the submission of tenders.*
- 5.3.4. *Main terms of the future Purchase Agreement and other requirements and, if available, the standard agreement template.*
- 5.3.5. *Any other information the Purchasing Group deems to be useful or necessary.*
- 5.4. The Survey document shall be sent to such number of the Suppliers in order to use the market competitive environment to the maximum extent. Except in exceptional cases, as determined by Company's [Managing Director/CEO], at least three (3) Suppliers must participate in the process for the Survey of the Suppliers.
- 5.5. The Survey document shall be sent to prospective Suppliers by e-mail.
- 5.6. In the course of the process for the Survey of the Suppliers, a prospective Supplier may be required to provide or confirm

information about the Supplier's: legal status; financial status; technical or managerial competence; experience in the provision of the Purchase Object, or of goods, services, or works of a similar nature; and, any other data related to the prospective Supplier's qualifications to enter the Purchase Agreement.

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Selection of the Supplier:

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5.7. The evaluation of the Suppliers and their respective commercial tenders must be guided by the following criteria:

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5.7.1. *Quality of the goods, services, or works.*

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5.7.2. *Price.*

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5.7.3. *Accessibility.*

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5.7.4. *Supplier's experience, qualification, reliability, technical competence, financial stability, and reputation in the relevant market.*

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5.8. The employee who ordered the Purchase object shall assess whether the technical component of the tenders satisfy the Purchase Object requirements. The Company's [Managing Director/CEO] shall be responsible for (i) determining whether the Suppliers' respective qualifications satisfy the selection of the Supplier requirements; (ii) performing an assessment of the general and economic parts of the tenders; and, (iii) compiling a comparison table of the general and economic parts of the tenders. If the Company's [Managing Director/CEO] determines, for whatever reason, (e.g., if there is a risk of an information leak or similar concerns, that the employee who ordered the Purchase Object should not have access to pricing information, then s/he can be provided with the technical part of the tender but not the economic part.

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5.9. Only commercial tenders that satisfy the requirements set forth in the Survey document shall be assessed.

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5.10. If only one Supplier submitted a commercial tender, then the employee who carries out

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the selection process must investigate and determine why all other Suppliers (to whom the Survey document was sent) did not submit tenders. In such instances, it should be determined whether competition was restricted by (i) excessive requirements; and, (ii) unreasonable deadlines, for (a) the tender submission and/or (b) the supply of the Purchase Object. Company's [Managing Director/CEO] shall determine whether to modify the requirements and repeat the process for the Survey of the Suppliers.

- 5.11. After evaluating the Suppliers commercial tenders, the Supplier priority line shall be made.
- 5.12. Pursuant to vendor management best practices, the Company should invite two (2) to three (3) qualified Suppliers to the negotiation. For purposes of this section 5, paragraphs 5.7-5.20, a "qualified" Supplier is one who submitted the top three (3) best commercial tenders.
- 5.13. Negotiations can be carried out either verbally (at a meeting or by telephone) or in writing (via e-mail).
- 5.14. During any negotiation with any Supplier, the Company is prohibited from disclosing the terms and conditions of commercial tenders submitted by other Suppliers.
- 5.15. The Company will award the Purchase Agreement to the Supplier whose commercial tender offers the best value and is most aligned with the requirements. If two (2) or more tenders are effectively equivalent, then the Company shall award the Purchase Agreement to the Supplier who has submitted the lowest price (or has otherwise submitted the commercial tender with the most economical value).
- 5.16. Before the Purchase Agreement is awarded, the Company shall conduct a thorough inspection of the Supplier. When selecting the Supplier, it must also be taken into account whether the Supplier has valid civil liability insurance for its goods, services or works, whether the Supplier agrees with the conditions proposed by the

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- 5.17. The Supplier must be selected in accordance with the principles of equality, non-discrimination, transparency. The selection of the Supplier must be based on the principle of maximum benefit to the Company, customers, and shareholders. Neither the assessment nor the selection of the Supplier cannot be motivated by personal relations or interests.
- 5.18. After the Company has selected a Supplier to whom the Purchase Agreement shall be awarded, a Supplier's Selection Report shall be written to confirm the selection of the Supplier. See section 7, *infra*.
- 5.19. Each Supplier who has submitted a commercial tender must be informed of the results of the selection process via e-mail. The results of the assessment of the tenders shall not be provided to the Suppliers.
- 5.20. Regardless of their presentation manner, form, or medium, the Company shall retain all documents related to the Survey, for at least three (3) years. Company's [Managing Director/CEO] shall be responsible for document retention and preservation.

## 6. Exceptions

- 6.1. In the following circumstances, a competitive Supplier selection process is not required:
- 6.1.1. When it is impossible (due to technical or other reasons) to use the services of other Suppliers, then contracts with existing Suppliers may be renewed or extended.
- 6.1.2. If the Purchase Object can only be acquired from a single source (i.e., the Purchase Object can only be offered by one Supplier, who holding a monopoly status (legally or factually); the Supplier holds exclusive rights to supply the Purchase Object; etc.).
- 6.1.3. Due to urgency/ priority supply orders – If the negative consequences of delay are clearly outweighed by the benefits of a proper Supplier search process, then In

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Urgent priority supply orders, where.

6.1.4. When the Company's **Management Board / Supervisory Council** approves of selecting a Supplier without conducting a competitive selection process.

6.1.5. This Clause was missing in English, but it says " Sudarant mokesčių konsultacijų ir/ar teisinių paslaugų sutartis."

6.2. In the absence of competitive Supplier selection process, the same principles apply to communication with the Supplier as in the case of selection of the Supplier.

## **7. Supplier's Selection Report**

7.1. The results of the Supplier selection process must be presented in the Supplier's Selection Report. The same requirement applies when acquiring the Purchase Object as specified in Section 6 of this Policy.

7.2. The purpose of the Supplier's Selection Report is to convey information about the Supplier selection process. Based on the defined requirements, the Report should substantiate the reasons why the selected Supplier was awarded the Purchase Agreement.

7.3. The Supplier's Selection Report shall be approved and the decision regarding the Supplier shall be made by the Purchasing Group. The Supplier's Selection Report must be approved by signatures.

7.4. Upon approval of the Supplier's Selection Report, the Company shall send the selected Supplier the draft Purchase Agreement, as well as the deadline to submit either (i) the signed Purchase Agreement; (ii) comments/suggestions thereto; or (iii) the Supplier's own Purchase Agreement draft.

7.5. If the selected Supplier fails to adhere to the deadlines under paragraph 7.4 (e.g., by the deadline, the Supplier either refuses to sign the Purchase Agreement; fails to submit comments/suggestions thereto; or, fails to submit its own draft Purchase

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- 7.6. The terms and conditions of the Purchase Agreement must fully comply with the requirements specified in (i) the Survey document, and (ii) the Selected supplier's commercial tender.

## 8. Responsibility

- 8.1. All Company employees must strictly adhere to this Policy.
- 8.2. Violation of this Policy shall constitute a gross breach of employment duties, which may result in disciplinary consequences, including termination, as well as legal action.

## 9. Miscellaneous

- 9.1. This Policy shall enter into effect on [Day, Month] 2019.
- 9.2. This Policy cannot be changed, amended, or abolished without the written approval of the Group CFO or Compliance Officer.
- 9.3. This Policy is approved in [Language X] and English languages. In case of discrepancy between [Language X] and English texts of this Policy, the English text shall prevail.

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## SIGNATURE PAGE

Name: Mr. Stefano M. Stoppani

Title: Creditinfo Group CEO

Date: 28 November 2019

Signature: \_\_\_\_\_