

Complex:Global

ComplexGlobal Group > Supplier Management Policy

The purpose of this policy is to establish procedures and controls for ComplexGlobal when using Third Party Service Providers (Suppliers). It also includes our procedures for completing assessments of our Supplier's capabilities, performance, security and risk management, minimum goals, and outlines our contractual requirements.

The use of Suppliers is an essential element in ComplexGlobal's service delivery and creates the need for management oversight and continuous monitoring of their capabilities and performance.

All key Suppliers are vetted to ensure compliance with ComplexGlobal's standards and have the capabilities to follow our policies, procedures and practices.

Purpose

Compliance with this policy ensures the safety, security & minimum standards are adhered to when ComplexGlobal engage a third party service provider.

Elements of Risk

The use of Suppliers increases risk to our brand and the services we deliver. Therefore, each Supplier is assessed for honesty, integrity, compliance with laws, and alignment with ComplexGlobal's policies and procedures.

Below are the areas and some examples of what ComplexGlobal assess' when vetting a potential supplier:

Compliance Risk – Violations:

- Ensure that the Supplier is meeting its own obligations with its own customer contracts as well as obeying the country and the state laws.
- Verify that the Supplier is in compliance with its own policies, procedures, and processes which should focus on the business as well as information security, regulatory mandates, and internal operation issues.
- Obtain an annual compliance statement / attestation that the Supplier complies with all applicable laws and ethical obligations.

Country Risk – Stability:

- Review the country in which the Supplier is located for economic, political, social and other relevant events to ensure the geographic landscape is stable.
- Determine if the Supplier is a financially viability company in a stable political environment.

Credit Risk – Financial Condition:

- Review their financial statements and/or other financial information, including public records to ensure that the Supplier is financially stable.
- In particular, liquidation should not be any concern in the near future which is defined as a minimum of 12 months.

Information Technology – Security:

- Verify that the Supplier is utilizing secure and stable hardware/software.

- Review the Supplier's policies, processes, and procedures for workforce security.

Operational Risk – Operational Internal Controls:

- Review both the personal and relevant policies, procedures, practices and processes.
- Determine if they are satisfactory or if they are failure prone.

Reputation Risk – Public Perception and Opinion:

- Determine if the public perception/opinion is positive or negative.
 - While the potential reasons are myriad, pay particular attention to:
 - Data breaches resulting in the loss of sensitive and confidential consumer information.
 - Unethical business practices.

Strategic Risk – Alignment with ComplexGlobal's Business Initiatives:

- Assess the Supplier's strategic initiatives to ensure its short term and long term initiatives are compatible with ComplexGlobal
- Validate that the Supplier is offering services which have an acceptable return on investment.

Transaction Risk – Failure to Deliver:

- Validate that the Supplier has operational efficiency and effective product delivery – namely all promises are kept, not broken.

Policy Commitments

It is essential that all potential suppliers and stakeholders that ComplexGlobal engage are committed to and adhere to ComplexGlobal's policies regarding:

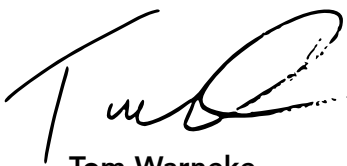
- Secrecy, Non Disclosure & Confidentiality.
- Modern Slavery
- Human Rights
- Anti Bribery & Corruption
- Whistleblower Policies
- Conflicts of Interest
- Commitments to Diversity
- Corporate Social Responsibility
- Health, Safety & Environment
- Data Protection & Privacy

Standard Contracting Terms & Conditions

1. The Contracting Authority is ComplexGlobal Limited which includes any subsidiary companies and other organisations that control or are controlled by ComplexGlobal from time to time.
2. In submitting a proposal to ComplexGlobal, you declare that you have the necessary technical capability to meet the requirements for services. If successful you will be required to provide documentation to support this which may include, but is not limited to, copies of the following:
 - Valid Trade License and/or business registration
 - Professional indemnity Insurance (PI)
 - Third Party / Public Liability (TPL) and details of any exclusions or excesses
 - Certification of relevant qualifications
 - Certification to support the use of any specialised technologies which you propose to utilise in carrying out the services.
 - Any other Health & Safety, Risk Assessment or Insurance documentation requested by ComplexGlobal

3. Suppliers will only process personal data accessed in performance of the services in accordance with ComplexGlobal 's instructions and will not use such data for any other purpose. The contracted supplier will undertake to process any personal data on ComplexGlobal's behalf in accordance with the relevant provisions of the Data Protection Act and relevant GDPR legislation and ensure appropriate and legislative consent is acquired where necessary.
4. ComplexGlobal is committed to equality and to positive action to promote this. It believes that an Equal Opportunities Policy helps to ensure that there is no unjustified discrimination in the recruitment , retention, training and development of staff on the basis of gender including transgender, marital status, sexual identify, region and belief, political opinion, race, work pattern, age, disability or HIV/AIDS status, socio-economic background, spent convictions, trade union activity or membership, on the basis of having or not having dependents, or any other relevant grounds. Suppliers must agree to operate in accordance with these principles while undertaking work at or on behalf of ComplexGlobal.
5. Classified or restricted content in Proposals must be avoided where possible. If this cannot be achieved, Proposals containing classified or restricted content must be prepared and transmitted in accordance with the applicable restricted and classified information dissemination regulations issued under the national security authority in the Bidder's country. If transmission involves transmission by diplomatic bag, the overseas Bidder must use the diplomatic bag of its own national government.
6. Where specific security clearances (national or private) or specific levels of accreditation are required by either ComplexGlobal or the supplier, it must be clearly displayed in all documentation of any/all submissions to allow the recipient to comply with any and all relevant legal requirements.
7. In consideration of ComplexGlobal agreeing to provide you with information, specifications and entering into the discussions with you relating to the potential engagement, you acknowledge that the information is confidential and is received by you under a duty of confidentiality to ComplexGlobal. You will use information solely for the purpose of evaluating and negotiating the potential engagement only. Supplier shall not disclose or use the information without first obtaining written consent from ComplexGlobal.
8. If suppliers considers that any of the information included in their completed documentation is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.
9. The suppliers should be aware that, even where they have indicated that information is commercially sensitive, ComplexGlobal might be required to disclose it by law if a suitable request is received.
10. The suppliers should also note that the receipt of any material marked 'confidential' or equivalent by ComplexGlobal should not be taken to mean that ComplexGlobal accepts any duty of confidence by virtue of that marking unless ComplexGlobal has entered into a non-disclosure agreement with the supplier.

11. The supplier will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with ComplexGlobal's Child Protection Policy; in addition the supplier will ensure that where it engages any other party to supply any of the services under this agreement that that party will also comply with the same requirements as if they were a party to this agreement.
12. The supplier must not engage in any collusive bidding, anti-competitive conduct, or any other similar conduct in relation to the preparation or submission of the Proposal; the evaluation and clarification of the Proposal; and the conduct and content of negotiations, including final negotiations leading to the execution of the Resulting Subcontract, in respect of any RFP or RFP Process or any other solicitation process being conducted by the Purchaser in respect of its requirements for the Project.
13. This document does not constitute an offer to provide goods and/or services to ComplexGlobal.
14. All costs incurred in the preparation of any proposal are the supplier's responsibility.
15. ComplexGlobal reserves the right to request reference information.
16. ComplexGlobal is not obliged to award a contract for services and reserves the right to withdraw from the procurement process at any stage.
17. Any pre-existing materials provided to the Supplier by ComplexGlobal and any reports, materials, and documents produced by the Supplier for the contract, the intellectual property rights will be owned by ComplexGlobal.



Tom Warneke
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