FINAFFAIRS CONSULTING LTD.

RESPONSIBLE BUSINESS

Supplier Code of Conduct

Ethical supply and responsible business conduct

United Kingdom | United States
Canada | Nigeria

FCL SC 001 | Version 1.0

8 November 2026

For approval and supplier issue

Finaffairs Consulting Ltd

UK company number 08324763

Consulting | Finance | Technology
Capability Development

Document control and approval

Finaffairs Consulting expects suppliers to deliver reliable services and goods while respecting people, protecting the environment and conducting business with integrity. This code defines the minimum conduct required of suppliers and their personnel in connection with work for Finaffairs.

Document control	Detail
Issuer	Finaffairs Consulting Ltd | UK company number 08324763
Reference and version	FCL SC 001 | Version 1.0 | Prepared 8 November 2026
Owner and approval authority	Dr Kazeem Olayimika Salaam | Founder and Managing Principal
Global scope	Supply to Finaffairs Consulting entities and operations in the UK, US, Canada and Nigeria.
Effective application	From the effective date agreed in the supplier acknowledgement, purchase order or contract following company approval.
Review	Annually and after a material legal, business or contractual change, serious incident or significant control failure.

Finaffairs document approval

Approval authority: Dr Kazeem Olayimika Salaam, Founder and Managing Principal. This is the company's approval of the code for issue, separate from supplier acceptance and any purchase approval.

Company approval	
Approval signature	
Approval date	05/06/2026

Supporting references checked 8 November 2026: Finaffairs Sustainable Procurement Policy FCL SP 001 v2.1 and Modern Slavery Statement FCL MS 001 v1.0; UN Supplier Code of Conduct Rev.07 (www.un.org/procurement/about-us/policies-and-regulations); ICO guidance on controller and processor contracts (ico.org.uk). This code does not constitute certification.

1 Scope and application

Who must follow this code

This code covers consultants, contractors, recruitment and employment agencies, technology providers, goods and facilities suppliers, related-party suppliers and relevant bid-stage delivery partners. Suppliers must communicate relevant requirements to employees, agency workers, agents and subcontractors in a language and form they understand.

A material subcontractor is one handling sensitive information, privileged access, a critical deliverable or material labour or environmental risk, or providing at least 20% of the contract value. Suppliers must obtain prior written approval for material subcontractors and material changes to their role, subject to the contract's agreed authorisation process.

Relationship with contracts and other standards

The code takes effect for a supplier when accepted or incorporated into its contract. It expands the minimum expectations in Appendix C of Finaffairs' Sustainable Procurement Policy and supports the Modern Slavery Statement. Existing contracts are changed only through their agreed variation process. Finaffairs will provide the applicable version before requesting acceptance.

Suppliers must comply with applicable law and binding client, donor and UN requirements communicated for the engagement. Apply the more protective compatible requirement. If requirements conflict, seek written clarification before proceeding with the affected activity; no contract or approval permits unlawful conduct. This code does not replace a required data-processing agreement, service contract or statutory duty.

Proportionate evidence and declared gaps

Evidence requirements will reflect the supplier's size, service and risk. Credible equivalent policies or records may be accepted; formal certification is not universally required. Suppliers must disclose material gaps before acceptance or award and agree corrective actions. Disclosing a gap does not itself authorise a departure. A simplified route for eligible low-risk retail purchases may be used under the procurement policy without claiming that the retailer signed this code.

2 People, recruitment and safe working

Freely chosen work and fair recruitment

Suppliers must prohibit slavery, servitude, forced or compulsory labour, human trafficking and debt bondage. Work must be freely chosen and workers must be able to leave employment on lawful notice. Do not use threats, deposits, withheld wages, confiscated identity documents or restrictions on movement to control workers. Any legally necessary document check must allow prompt return and continued worker access.

Workers must not pay recruitment fees or related costs to obtain work on Finaffairs engagements. Suppliers must check recruiters and subcontractors, investigate charges and ensure appropriate reimbursement reaches affected workers. Do not substitute misleading terms after recruitment or use immigration status to intimidate people. Provide clear written terms before work begins, in a language workers understand.

Child labour, pay and working time

Do not employ a person below the higher of age 15, the minimum legal employment age or the age for completion of compulsory schooling. People under 18 must not undertake hazardous work or work that compromises their education, safety or development. If unlawful child labour is found, use a safeguarding response and appropriate remedy that protects the child rather than simply removing income or support.

Pay lawful wages and benefits accurately and on time, provide understandable pay information and make only lawful transparent deductions. Working hours, overtime, breaks and rest must comply with applicable requirements; overtime must not be obtained through coercion. Observe lawful rights to worker representation, association and collective bargaining without retaliation.

Dignity, equality and safeguarding

Provide a workplace free of discrimination, bullying, harassment, violence, degrading treatment, sexual exploitation and abuse. Make recruitment and employment decisions on objective role-related grounds, provide reasonable accessibility measures and protect vulnerable workers. Prohibit demands for sexual acts or personal favours in exchange for work, pay, promotion, goods or services.

For UN-related work, apply the UN's relevant safeguarding standards, including prohibitions on sexual activity with anyone under 18 and exchanging money, employment, goods or services for sex. Communicate these obligations to all relevant personnel and subcontractors. Follow the engagement's reporting and safeguarding requirements.

Health, safety and worker voice

Assess workplace and delivery risks, provide safe equipment, necessary protective measures, training and emergency arrangements, and manage travel and any accommodation supplied to workers safely. Workers must be able to raise hazards and remove themselves from imminent serious danger without retaliation. Record and investigate injuries, near misses and material safety concerns.

Provide accessible confidential reporting routes to workers, including agency and subcontracted workers. Do not prevent workers from speaking safely with a legitimate reviewer or authority. Protect reporters and affected people from dismissal, threats, intimidation, adverse treatment or other retaliation.

3 Business integrity and the environment

Lawful ethical business and accurate records

Do not engage in bribery, kickbacks, facilitation payments, fraud, coercion, collusion, obstruction, bid rigging or improper influence. Maintain accurate commercial, employment and accounting records and submit invoices only for genuine agreed work and costs. Do not falsify qualifications, timesheets, references, audits, sustainability evidence or declarations.

Disclose actual or perceived conflicts before bidding and whenever they arise, including relationships with Finaffairs personnel, their close family, related companies, client officials or UN personnel. Do not seek confidential competitor information or arrange sham competition. Obtain necessary licences and observe applicable competition, sanctions, trade and tax obligations.

Disclose applicable sanctions listings, procurement suspensions or debarments, and material relevant investigations or findings. Cooperate with identity, ownership and eligibility checks, including UN Security Council and UN vendor checks where relevant. A possible name match must be resolved accurately; do not conceal it or make an unsupported eligibility declaration.

Gifts, hospitality and other benefits

Cash, cash equivalents, inducements and benefits during a live tender are prohibited. Any other proposed gift or hospitality involving Finaffairs personnel requires advance written approval by an uninvolved authorised person and disclosure for the gifts register. The normal maximum is £25 equivalent per person per occasion and £100 per counterparty in a rolling year. Offers above either limit must not be made or accepted. Do not split offers to evade a limit.

On UN business, do not offer gifts, hospitality, meals, entertainment, travel or other benefits of any value to UN personnel. This zero-tolerance rule overrides the monetary limits. Apply any stricter client or public-official restrictions. Observe applicable restrictions on recruiting current or former officials, and disclose relevant prior dealings before any offer.

Environmental responsibility and credible claims

Comply with relevant environmental requirements and permits. Identify significant energy, emissions, water, material, waste and hazardous-substance impacts of the goods or services supplied. Prevent pollution, manage chemicals safely and arrange lawful treatment, transport, recovery and disposal of waste.

Use resources efficiently and consider repair, reuse, refurbishment, durable equipment, reduced packaging and responsible sourcing where relevant. Support agreed requirements for energy performance, travel, take-back, recycling and useful life. Supply proportionate information needed for Finaffairs' whole-life cost evaluation, including operating, maintenance, switching and disposal costs.

Environmental and social claims must be accurate and supported by current credible evidence. State the covered entity, product or service, measurement boundary, period, methodology and material limitations. Do not present an unverified claim, expired certificate or narrow assurance report as proof of wider performance. Report against sustainability measures agreed for the contract and explain material adverse changes.

4 Information delivery and supply chain controls

Confidentiality privacy and cyber security

Protect Finaffairs, client and worker information and use it only for authorised purposes. Apply appropriate access controls, secure handling, staff confidentiality, backup and incident arrangements. Do not upload confidential information, personal data or client materials to an external AI service or other unapproved tool without the required written authorisation and safeguards.

Where acting as a processor, enter into a compliant processing contract before processing personal data, including UK GDPR Article 28 terms where applicable. Follow documented instructions, approved sub-processor arrangements, agreed retention and deletion rules, and lawful international-transfer mechanisms. Identify hosting, support access and onward-transfer locations and notify proposed changes before implementation. This code alone is not a processing contract.

Provide proportionate security evidence on request. A relevant ISO/IEC 27001 certificate, SOC 2 Type II report or equivalent evidence may be accepted subject to scope, dates, exceptions and customer responsibilities. Cooperate with incident handling, rights requests and assessments as required by the relevant contract and law. Report suspected compromise under Section 5 and any shorter contractual deadline.

Competence quality continuity and exit

Use personnel with the competence, qualifications, permissions and insurance required for the engagement. Deliver against agreed specifications, service levels, accessibility requirements and acceptance criteria. Correct defects promptly, disclose material delivery risks and do not substitute key personnel or materially change the service without required approval.

Maintain continuity arrangements proportionate to service criticality, test them where agreed, and support an orderly exit. Return or securely delete information as instructed and lawfully required; support knowledge transfer, data portability and agreed asset return. Do not use service dependence or withheld information to impose undisclosed exit charges.

Subcontracting and fair payment

Remain responsible for the work of subcontractors as provided in the contract. Carry out proportionate due diligence, communicate relevant code requirements and include equivalent obligations in material subcontracts. Monitor risks and corrective actions, including recruitment practices and working conditions. Inform Finaffairs of material ownership or subcontracting changes and adverse issues affecting performance or integrity.

Pay workers and subcontractors on agreed lawful terms. State invoice requirements and payment dates before commitment, raise genuine disputes promptly and pay undisputed amounts on time. Meet applicable client or donor flow-down terms and do not require the waiver of statutory late-payment rights as a condition of receiving an overdue payment.

Cooperation and verification

Provide accurate responses to the supplier questionnaire and reasonable requests for evidence. Cooperate with proportionate reviews or audits agreed in the contract, protecting confidentiality, privilege, personal data and third-party information. Verification may include records, specialist advice and safe worker engagement. Finaffairs will not treat a policy document or certificate alone as conclusive proof of compliance.

Train relevant personnel on the obligations applying to their roles and keep proportionate evidence of awareness, checks, incidents and action closure. Record relevant changes and inform Finaffairs when an earlier declaration is no longer accurate. Do not obstruct a legitimate investigation or retaliate against anyone participating in it.

5 Reporting concerns and correcting breaches

Serious incidents and reporting deadlines

Notify the Finaffairs contract owner or Managing Principal of a serious incident immediately, and in any event within one working day of becoming aware, or sooner if law or contract requires. Serious incidents include actual or credible suspected bribery, fraud, sanctions breaches, forced labour, trafficking, sexual exploitation or abuse, death or serious injury, material environmental harm, significant data compromise or critical service failure.

Take immediate proportionate action to protect people and contain harm. Give known facts, affected services, immediate safeguards and a contact person; do not delay the first report until an investigation is complete. Preserve relevant evidence securely, avoid speculation and update Finaffairs as material facts emerge. Meet any separate duties to clients, regulators or competent authorities.

Accessible reporting without retaliation

Suppliers, workers and affected people may raise a concern with their Finaffairs contract contact or with the Managing Principal at kazeem.salaam@finaffairsconsulting.com. Proof is not required before reporting. Information will be handled confidentially as far as practicable and disclosed only where appropriate for assessment, protection or legal duties. Anonymous information will be assessed where received.

Where a concern involves the Managing Principal, a reporter may approach a competent authority or an appropriate independent adviser directly. Direct contacts for Finaffairs' Independent Reviewer and deputy will be supplied once those appointments are complete; no appointment is implied by this code. Reporters may always use lawful external channels. Immediate danger must be referred to the appropriate local emergency service.

Suppliers must inform workers of available routes in an accessible form and prohibit retaliation. Finaffairs will acknowledge concerns within five working days, assess urgent safety issues immediately and provide a reasoned update within 20 working days, subject to lawful confidentiality limits. These service commitments do not delay urgent action or a mandatory notice.

Remedy and consequences

For a breach, agree a corrective-action plan recording the issue, risk, protective measures, remedy, named owner, completion date and verification evidence. Where the supplier caused or contributed to harm, it must provide or cooperate in appropriate remedy. Protect affected workers, including repayment of unlawful fees or wages where relevant. Use specialist safeguarding support where needed.

Finaffairs may require additional monitoring, suspend new orders or terminate in accordance with the contract, considering severity, cooperation, recurrence, worker impacts and service continuity. Serious unlawful conduct cannot be approved as an exception. Remediation does not remove any legal or contractual remedy, reporting duty or responsibility to affected people.

Exceptions, changes and implementation

Disclose any requested departure before commitment and record it in the acknowledgement schedule. Only written approval by an authorised unconflicted Finaffairs approver, following the procurement exception process, can authorise a permitted time-limited departure. Silence, a submitted questionnaire or a pending action plan is not approval. No departure may waive law, sanctions prohibitions, minimum safety, required privacy safeguards or mandatory client and UN obligations.

Finaffairs will review this code annually and after material changes or serious control failures. Revisions will be communicated with their intended application date; amendments to existing contracts

must follow the agreed variation process. Suppliers must review any changed requirements and identify material implementation gaps promptly.

6 Supplier acknowledgement and acceptance

Complete this acknowledgement for the supplier legal entity entering the contract. Attach any qualifications or corrective-action schedule and obtain a recorded decision before commitment. A supplier signatory must have authority to bind that entity.

Supplier information	To be completed by the supplier
Legal name	
Trading name and registration number	
Registered address and country	
Finaffairs contracting entity and contract reference	
Operational contact and email	
Code version and agreed effective date	FCL SC 001 | Version 1.0 Effective date: _____

Declaration

On behalf of the supplier, I confirm that we have read this code and agree to comply with it for the engagement, subject only to departures expressly approved in writing by Finaffairs. We will communicate relevant obligations, cooperate with proportionate verification and notify material changes or concerns. This acknowledgement does not replace stricter law or contractual terms.

Known material gaps or requested departures must be disclosed below or in an attached schedule. Where none are known, enter “None known”. Acceptance is not a claim that every control has been independently audited.

Requirement and gap	Action owner and deadline	Finaffairs decision and reference

Authorised supplier signatory

Signature record	To be completed
Name and position	
Supplier signature	
Date	