

**FLEX|N|GATE Systems
Supplier Access & Use Policy**

I. This Policy governs the terms and conditions under which suppliers may access Flex|N|Gate Group hardware and networks and our owned or licenced applications and data. In this policy, the following phrases have the following meanings:

- (a) “Acquired” includes Software and Data that are downloaded from the Internet and that are otherwise provided by a supplier.
- (b) “Flex|N|Gate IT Systems” comprises all information technology hardware operating on or accessed by the Flex|N|Gate network and network infrastructure, such as workstations, desktops, laptops, multifunctional photocopiers, servers, routers, data storage devices or media, personal data assistants, tablets or other portable computing devices, switches, voice and video systems, biometric identification and measurement, security access and robots, numerically controlled machines, and other Internet-enabled or otherwise “smart” devices, whether in production, test, product development, quality assurance or other environments.
- (c) “Flex|N|Gate Systems”, or “Our Systems” in this policy broadly encompasses any kind digital technology system we use, including any new technology that may be developed or acquired in the future for our digital business activities, including: (i) the Flex|N|Gate IT Systems; (ii) Flex|N|Gate owned or licenced Software and Data; (iii) communication types such as e-mail and attachments, instant messages, text messages and social media collaboration regardless of access method; and (iv) any environment owned by us or authorized or provided by us for any purpose, including production, product development, quality assurance or testing and further including all environments and services utilized as a Flex|N|Gate business information system, such as cloud computing and any other software, infrastructure or platform service arrangement.
- (d) “Software and Data” includes application and systems software, code, code pieces, applets and applications (including open source software) and data contained therein or otherwise compiled and stored in Flex|N|Gate IT Systems.

II. Certain parts of this policy may not apply, in whole or in part, in some locations outside of the United States and Canada where other privacy laws and regulations may apply.

1. You will use computer software developed, downloaded, licensed or Acquired for use by or on Flex|N|Gate IT Systems in compliance with all applicable laws, software license agreements (including but not limited to restrictions on software usage or licence scope contained in those license agreements), and Flex|N|Gate’s Policies.
2. You will not copy, disclose and/or distribute Flex|N|Gate Software and Data to anyone, either internally or externally, without appropriate prior written authorization; and you may not, without such authorization, install other software on Flex|N|Gate computing devices or Flex|N|Gate IT Systems.

3. We may inspect any hardware owned (and software contained thereon) by third parties that are brought onto our premises. When using the Flex|N|Gate IT Systems, you will: (1) only use authorized copies of software; (2) fully comply with applicable laws, including software licensing agreements; (3) fully comply with all Flex|N|Gate Policies; and (4) assist us to implement and enforce this policy.

4. This policy also applies to authorized users of Flex|N|Gate Systems such as independent contractors, consultants, temporary workers and others; it applies to the full range of actions that can be taken using our systems, including creating, sending or forwarding messages, viewing, downloading, uploading or posting content.

5. In your digital communications and internet usage (“e-communication”) sent to Flex|N|Gate or using our systems, you will apply the same high level of conduct and criteria that you would use in written communications within your own workplace and in public places. Your e-communications must be lawful, ethical and consistent with all our policies and standards.

6. During your engagement, you will: (1) only use our approved systems to conduct our business; (2) comply with our Policies; (3) promptly advise your Flex|N|Gate project contact once you learn of or suspect any violation of this Policy; and (4) take proper steps to protect our confidential information.

7. Without our prior written approval, you will not use Flex|N|Gate Systems: (A) for non-business purposes, except for occasional personal use that does not interfere with our business and is otherwise permitted by our other policies and standards; (B) for personal gain or in connection with personal business, political, charitable or religious activities; (C) to solicit goods or services for non-business purposes or charitable purposes; (D) to forward e-mail from your Flex|N|Gate Systems account that contains our confidential information to your personal e-mail or other e-communication accounts; (E) to communicate on public social media or access your personal e-mail account or other digital communication accounts; (F) to use personal social media in ways that are inconsistent with you on prevailing social media standards; (G) except in accordance with Flex|N|Gate policies and standards, to post our confidential information on the Flex|N|Gate intranet or on the Internet; (H) to engage in any e-communication that is inauthentic, forged or untraceable to the sender; (I) to create, transmit, or exchange mass e-mails for non-business related purposes; and (J) to engage in e-communication that violates this our any other of our policies, or applicable laws.

8. You will expect no privacy with respect to e-communications created, sent, received, or stored on our systems, whether business related or personal, unless provided for by local laws and regulations outside the United States. Digital communications created, stored, transmitted, received, or contained on our systems, whether business related or personal, are our sole property, regardless of content.

9. We may store, review, monitor, retrieve, disclose, copy, and audit all email and digital communications created, sent, or received using our systems at any time, without notice, even if the communication is stored on third party storage devices not owned or controlled by us and regardless of whether such communications are business or personal.

10. You will send all digital business communications using Flex|N|Gate Systems so that they can be stored and accessed later for our purposes. Your e-communications using Flex|N|Gate Systems are not private and may be filtered, blocked or deleted. We reserve the right to access non-Flex|N|Gate Systems to remove or deactivate applications and related data that you used for our business purposes in connection with your engagement.

11. We expressly prohibit certain types of e-communications, including: (1) e-communications that are defamatory, discriminatory, abusive, harassing, threatening, sexually explicit or obscene, whether as pictures, videos, graphics, cartoons, and references; and (2) viewing, displaying, copying, transmitting or communicating material described above or that promotes hate, violence or a hostile workplace or fosters discrimination whether based on race, color, creed, religion, age, gender, gender identity, genetics or an atypical hereditary cellular or blood trait, sexual orientation, marital status; domestic partnership status, civil union status, pregnancy, national origin, disability, citizenship status, military obligation, veterans' status, or any other basis that is protected under applicable law.

12. Anti-virus measures are essential to assure protection against outside infection. You and your employees and contractors must take, at a minimum, the following anti-virus/anti-malware assurance steps:

(a) Before being used, you will scan all electronic files introduced into any Flex|N|Gate distributed computing environment. This includes program and executable files, data files, e-mail, e-mail attachments, electronic documents, spreadsheets, *etc.*

(b) You will deploy and maintain an approved Flex|N|Gate anti-virus product using continuous "on-access" scanning. Scheduled scanning of critical files stored on client devices and servers must be performed on no less than a weekly basis. To guard against emergent viruses, you will keep all Anti-virus protection current.

(c) You will report all virus and malware incidents and warnings only to your Flex|N|Gate project manager and you will not distribute them informally in our systems.

(d) You will not disable or suspend virus protection.

13. This Policy supplements, but does not replace Flex|N|Gate's terms and conditions of supply, confidentiality and privacy code, safety practices code, and supplier business practices code for suppliers.

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