
Become SoftServe's supplier:

ELIGIBILITY CRITERIA

May 2022

softserve

PURPOSE

This document describes the relationship between SoftServe and any suppliers to an entity operating under the brand “SoftServe” (hereinafter – SoftServe).

The purpose of this policy is to communicate SoftServe’s global supplier standards and expectations governing the business relationship including SoftServe’s supplier Code of Conduct (Including Modern Slavery Policy, business (Legal, Finance and Info security compliance), communication, and delivery.

These requirements apply to all suppliers of SoftServe without exception. To succeed in the authorization process, all SoftServe’s suppliers must comply with these requirements and other applicable requirement documents and specifications.

SUPPLIER REQUIREMENTS

Supplier must commit to the principles of SoftServe’s Supplier Code of Conduct.

SoftServe reserves the right to refuse to cooperate with a supplier who will not comply with SoftServe values as outlined in SoftServe’s supplier Code of Conduct.

SOCIAL RESPONSIBILITY

SoftServe does not cooperate with suppliers involved in human trafficking, slavery, or child labor in its operations chain and beyond.

ENVIRONMENTAL AND SUSTAINABILITY

Suppliers who are engaged in manufacturing are compliant with local environmental laws and regulations. They have or will have developed, and implemented effective environmental management systems, obtained, and maintained all required environmental certificates, permits, regulatory approvals, etc.

Suppliers may be required to provide the results of the ISO 14000 audit and other related certificates and licenses.

SUPPLIER LEGAL STATUS

Supplier will provide sufficient evidence of its legal incorporation and that it is duly licensed to provide the necessary products and services.

Suppliers may be requested to provide substantiation of positive feedback from customers.

SoftServe reserves the right to request and check customer references of any new supplier.

SoftServe reserves the right to refuse to cooperate with a supplier who has existed for less than 6 months.

SUPPLIER DATA AND COMPLIANCE

Supplier is compliant with all the laws and regulations of the countries in which it operates. Supplier must provide the following information and documents:

- full name of the legal entity/individual entrepreneur, Doing Business As ('DBA')
- country, address, and date of registration
- company information (main business activity, industry, size, etc.)
- company number in the respective trade register & tax ID

SoftServe reserves the right to request and inspect the following information and documents:

- company's Shareholder(s) and Ultimate beneficiary owner(s)
- director/authorized signatory
- statutory documents (Articles of Association, Minutes of Shareholders Meetings, if applicable)
- other documents (Powers of Attorney, licenses, permits, title documents, list of subcontractors engaged by the supplier, etc.)
- qualifications, backgrounds, supplier's reputation, and reputations of company principals, etc.

SoftServe does not engage suppliers nominated in the sanctions list of any location where the potential supplier or SoftServe conducts business.

Supplier must not provide SoftServe any products or services from an entity or person nominated in subject respective sanctions lists. If such instances are detected during due diligence, SoftServe will not contract with the supplier.

SoftServe will not engage with suppliers registered in the Russian Federation or whose ultimate beneficiaries are citizens of the Russian Federation.

Supplier must not provide SoftServe with any products or services produced in the Russian Federation. If such instances are detected during due diligence, SoftServe reserves the right not to contract with the supplier.

In case the Supplier is conducting business in Russian Federation or other countries that commit or support acts of aggression against Ukraine, SoftServe reserves the right not to contract with the Supplier or to unilaterally take corrective actions, including (but not limited to) initiation of business relationship suspending and/or termination with such Supplier.

FINANCIAL STATUS

Supplier is financially capable of supporting SoftServe's current and future needs for products and services.

Supplier must provide all necessary bank information for accounting purposes and verification (bank name, current account, bank code, personal tax number of the VAT payer/ information on registration as a single taxpayer, other registration documents if applicable).

SoftServe reserves the right to run financial checks on its suppliers and/or request audited financial statements and /or other proof of solvency.

Supplier will provide evidence of debt settlement for any outstanding tax debts owed at the time of contract negotiations. Without such a guarantee, SoftServe reserves the right to take corrective action, including (but not limited to) initiation of business relationship suspending and/or termination.

SoftServe will not enter into contract negotiations or will refuse cooperation with any Supplier involved with a bankruptcy litigation/process.

INFORMATION SECURITY (Data management)

Suppliers are required to protect SoftServe's confidential information. Suppliers who have been granted access to confidential information, including without limitations, personal data, as part of the business relationship must not share this information with anyone without SoftServe's prior authorization.

Supplier will use SoftServe's confidential information only for the purposes of performing its obligations before SoftServe. Supplier will take all reasonable measures to protect the privacy of and avoid disclosure and/or unauthorized use of SoftServe's Confidential Information.

Supplier will comply with all applicable personal data protection laws and requirements. SoftServe reserves the right to refuse to engage with a supplier who cannot ensure compliance with this requirement.

In addition to the above minimum requirements, Supplier shall follow any data security requirements specified in contractual agreements with SoftServe.

In case the cooperation with the supplier involves the processing of personal data the following contractual protections should be in place prior to the processing starts:

- Data-Sharing Agreement if supplier acts as a Controller
- Joint Controllorship Agreement if supplier acts as a Joint Controller
- Data Processing Agreement if supplier acts as a Processor
- Standard Contractual Clauses if the personal data will be exported outside European Union or the United Kingdom.

In the event that a supplier believes it has been given access to SoftServe's confidential information in error, the supplier should immediately notify its contact at SoftServe and refrain from further distributing the data.

SoftServe expects technology suppliers to establish data security practices, access management, attack response, backup, and recovery practices.

ADDITIONAL QUALIFICATIONS

SoftServe reserves the right to set additional qualification criteria for its suppliers depending on the subject of the agreement, including but not limited to:

- Possession of assets required to fulfill supplier's obligations under a particular agreement
- Employment of a relevant number of duly qualified personnel to fulfill supplier's obligations under a particular agreement
- Provision of documentary evidence of the fulfillment of similar obligations under agreements with other customers.

DELIVERY

Supplier is expected to obtain all licenses and permits required by law or other applicable regulations for selling, importing, and exporting items required by SoftServe.

Suppliers who operate according to the Incoterms rules are preferred.

If a supplier has an information security incident (hack, data leakage, etc.), it must immediately notify SoftServe at info@softserveinc.com and its contact at SoftServe.

SoftServe may require a potential supplier to provide the results of applicable security audits (SOC2, ISO, scorecards, etc.).

SoftServe reserves the right to refuse to cooperate with a supplier unable to ensure the security of confidential information.

COMMUNICATION

Supplier is expected to reply to information update requests in a timely manner.

Supplier must notify SoftServe about all essential changes within the supplier business e.g., the ownership structure, registration, bank details, etc.

Supplier must inform SoftServe if /when it becomes the subject of any litigation.

SoftServe supplier portal is the preferred method of communication; access is provided by SoftServe at no cost to the supplier.

When possible electronic documentation and signoffs by e-signatures (onboarding, contracting, ordering, dispatching, GRN, invoicing, etc.) will be utilized.

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