

## **CODE OF CONDUCT FOR SOLDO'S PARTNERS**

EACH OF SOLDO'S PARTNERS ARE RECOGNISED AS IMPORTANT MEMBERS OF THE TEAM CONTRIBUTING TO SOLDO'S SUCCESS. OUR GOAL IS TO DEVELOP RELATIONSHIPS WITH PARTNERS THAT SHARE OUR SIMILAR CORPORATE VALUES AND CONDUCT BUSINESS IN AN ETHICAL MANNER.

SOLDO TAKES INTO ACCOUNT INTERNATIONALLY RECOGNISED AND ENDORSED STANDARDS IN KEY AREAS SUCH AS BUSINESS ETHICS AND INTEGRITY. WE EXPECT OUR PARTNERS TO DO THE SAME AND SOLDO IS COMMITTED TO WORKING ONLY WITH PARTNERS THAT FULFILL THIS REQUIREMENT. FAILURE TO COMPLY WITH THIS CODE OF CONDUCT FOR SOLDO'S PARTNERS MAY RESULT IN DISCONTINUANCE OF BUSINESS RELATIONSHIPS.

THIS CODE OF CONDUCT HAS BEEN DEVELOPED ALSO TO PROVIDE A FRAMEWORK TO ASSIST PARTNERS IN MANAGING CLIENT RELATIONSHIPS AND TO HELP PREVENT OR DEAL WITH ANY DISPUTES THAT THEY MAY HAVE WITH THEIR CLIENTS, PARTNERS, OR EMPLOYEES THAT MAY INVOLVE USE OF SOLDO SERVICES.

THIS CODE DOES NOT ATTEMPT TO ANSWER EVERY QUESTION OR ADDRESS EVERY ISSUE THAT MAY ARISE. SOLDO RECOGNISES THAT PARTNERS MUST ACT IN THE INTERESTS OF THEIR CLIENTS AND MAY BE SUBJECT TO VARIOUS PROFESSIONAL STANDARDS. THIS CODE IS INTENDED TO SUPPLEMENT, AND NOT DETRACT FROM, THOSE PRINCIPLES.

### **1. SCOPE**

This Code of Conduct (**Code**) applies to accountants and bookkeepers or other professional advisory services that have accepted the SOLDO Partner Agreement (**Partners**).

### **2. INFORMING YOUR CLIENTS ABOUT SOLDO**

Partners play a key role in educating prospective Clients about their options for setting up their business on Soldo. Partners acknowledge that their Client will have a direct relationship with Soldo (according to Soldo Term of Use and Soldo Account Term and Conditions) other than the responsibility for the payment of Soldo Service Fees which according to the Partner Agreement and the signed Application Form might remain with the Partners.

Partners should provide materials or information to Clients that cover the following matters:

- a) a brief explanation of Soldo Services and Soldo Account which also involves the storage of files on remote servers operated by third parties;
- b) that the Clients are the final subscribers for Soldo Services and the Soldo Account and they will have a direct relationship with Soldo according to the Soldo Terms of Use and Soldo Business Account Terms and Conditions.;

- c) that according to the Application Form signed they might be directly responsible for the payment of the Service fees;
- d) information as to how Clients will be able to access Soldo data relating to their business, including if the relationship between the Partner and the Client terminates or there is a dispute between the Partner and the Client;
- e) what the Partner will require from the Client in order to facilitate a transition of Soldo Services and Soldo Account (and/or related services) from the Partner to a new advisor;

Partners should make every effort to ensure that their employees, agents, and Clients maintain sound information technology security practices, as per Soldo Terms of Use and Soldo Business Account Terms and Conditions such as implementing industry standard measures such as appropriate password management practices and ensuring appropriate anti-virus/malware software is in place.

This clause 2 does not contain an exhaustive list of matters to be addressed with Clients. Partners should seek further advice from their professional associations in relation to requirements relating to the Client engagement process.

### **3. ETHICS AND BUSINESS INTEGRITY**

#### **Bribery and Corruption**

Soldo expects its Partners and their Clients to uphold the highest standards of business ethics, to respect local laws and not to engage in any form of corruption, bribery, fraud, facilitation payments, or extortion.

#### **Money Laundering**

Soldo conducts business with high integrity and within the bounds of the law. Soldo will not allow our Partners and Clients to condone or support money laundering in any form in any location using Soldo Services and Soldo Accounts.

#### **Misuse of Products**

In line with our strong commitment and adherence to applicable legal and regulatory obligations, Soldo will not tolerate the misuse of our products for illegal purposes.

### **4. GUIDANCE FOR DISPUTE RESOLUTION**

Where the Partner has the obligation to pay for the Service fees on behalf of their Clients, he/she acknowledges and agrees that failure to pay those fees might prevent or otherwise limit their Client's access to Soldo Services causing disruption or loss to that business.

Partners acknowledge and agree that causing disruption or loss to a business, as described above is not an acceptable strategy to recover fees from Clients or for similar debt collection purposes.

Partners must refrain from any action in relation to a Soldo Services and Soldo Account that would hinder their Client's ability to continue operating their business, even if a dispute remains unresolved between the Partner and their Client. Ongoing access to Soldo Services and Soldo Account whilst a dispute is being resolved can be accommodated using the process hereunder.

This section does not require Partners to continue paying for Soldo Services fees indefinitely while a dispute remains unresolved between a Partner and a Client. In the event that a Client requires continued access to Soldo Services and Soldo Account, the Partner may:

- a) require reimbursement from the Client for ongoing Soldo Services fees that are required in order to prevent suspension of the Soldo Services by Soldo; or
- b) transfer the obligation to pay (from the effective date of the transfer) to the Client (or a third party nominated by the Client) in accordance with Soldo's standard transfer process.

## **5. FACILITATING ORDERLY TRANSITIONS TO A NEW PARTNER**

Partners must take reasonable action to co-operate with any Clients that wish to transfer their services to a new Partner or to another accountant, including by providing or maintaining access to the Soldo Services and Soldo Account, or transferring their obligation to pay for the Soldo Services fees as reasonably necessary to efficiently facilitate the transition.

## **6. ADMINISTRATION OF THIS CODE**

Soldo expects that its Partners will observe and comply with this Code and that, in doing so, Partners will be able to more effectively manage any disputes that may occur with their Clients in relation to Soldo Services and Soldo Account.

Where Soldo becomes aware of a dispute between a Partner and a Client, Soldo expects that in most cases the parties will be able to resolve the dispute directly between themselves (particularly if the above guidance is followed), which may involve alternative dispute or formal dispute resolution mechanisms.

Soldo will endeavour to accommodate any agreed outcomes of dispute resolution processes, provided that such outcomes are reasonable and otherwise consistent with the Soldo Terms of Use and Soldo Business Account Terms and Conditions. In the event that any parties are not able to resolve their dispute privately, Soldo will comply with an order from a court that has jurisdiction to hear the matter under Soldo's Terms of Use or Soldo Business Account Terms and Conditions. In some cases, Soldo may be unable to take any action in the absence of a court order or mutual agreement of the parties.