

**Audit and Ethics**

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**AUDIT AND ETHICS**

1	ISO/IEC 27001:2022 CERTIFICATION .....	2
2	SOC1 AND SOC2 TYPE II COMPLIANCE REPORT .....	2
3	RIGHTS TO AUDITS .....	2
4	REIMBURSEMENT AND NON-COMPLIANCE.....	2
5	ETHICS .....	2
6	BUSINESS PARTNERS.....	3
7	NON-SOLICITATION.....	3

**Audit and Ethics**

**SCHEDULE 3: AUDIT AND ETHICS**

**1 ISO/IEC 27001:2022 CERTIFICATION**

- 1.1 It is recorded that Service Provider has an ISO/IEC 27001:2022 certification.
- 1.2 Service Provider agrees and undertakes to furnish Customer, upon request, at no additional cost and subject to confidentiality, with a copy of the annual external audit report furnished to Service Provider by the relevant certification authority.

**2 SOC1 AND SOC2 TYPE II COMPLIANCE REPORT**

- 2.1 Service Provider has successfully obtained SOC1 and SOC2 Type II compliance. Whilst this compliance reporting is valid and in place, Customer will no longer be afforded the right to Audit, other than for audits related to fraud. A copy of these compliance report will be made available on request.

**3 RIGHTS TO AUDITS**

- 3.1 Subject to clause 2 above:
- 3.1.1 Service Provider shall only allow Customer and its auditors, regulators, and other advisers to audit the relevant records of Service Provider pertaining to this Agreement, and for that reason to have reasonable access to any of Service Provider's premises, Representatives and relevant records as may be required to:
    - 3.1.1.1 Allow Customer to fulfil its financial year end reporting requirements;
    - 3.1.1.2 Perform Customer's annual audit to determine compliance / regulatory compliance with this agreement. and;
    - 3.1.1.3 verify or investigate suspected fraud.
  - 3.1.2 Customer shall use its reasonable endeavours to ensure that the audits, as contemplated in Schedule 3: Audit and Ethics sub-clause 3.1.1 above, does not unreasonably disrupt Service Provider or delay the provision of the Services by Service Provider and that the audits as per Schedule 3: Audit and Ethics sub-clauses 3.1.1.1 and 3.1.1.2 are conducted simultaneously.
  - 3.1.3 Customer shall provide at least 30 (thirty) Business Days' notice of its intention to conduct an audit unless such audit is conducted in respect of suspected fraud, in which event 10 (ten) Business days will be required.
  - 3.1.4 Customer shall use its reasonable endeavours to procure that an audit is completed within 5 (five) Business Days from the date that such audit starts.
  - 3.1.5 Customer shall bear all Customer and Service Provider costs and expenses incurred in respect of compliance with any audits under this Schedule.

**4 REIMBURSEMENT AND NON-COMPLIANCE**

- 4.1 In the event that the audit identifies substantive findings relating to fraud, misrepresentation, or a material default (the default must go to the root of this Agreement) by Service Provider then Service Provider shall reimburse Customer for all its reasonable costs incurred in the course of, and for, that audit.
- 4.2 If an audit identifies that Service Provider has failed to comply with any of its obligations under this Agreement, then, without prejudice to the other rights and remedies of Customer, Service Provider shall take the necessary steps to comply with its obligations at no additional cost to Customer and Service Provider will reimburse Customer for its reasonable costs incurred in the audit.

**5 ETHICS**

- 5.1 The Parties shall conduct all their business in an honest and ethical manner. The Parties will take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all their respective business dealings and relationships wherever they operate and will implement and enforce effective systems to counter bribery and corruption.

**5.2 The Service Provider warrants and represents that:**

- 5.2.1 all payments made by the Customer to the Service Provider are received by the Service Provider as consideration for performance of its obligations under this Agreement;

### **Audit and Ethics**

5.2.2 it shall not use any amount paid hereunder for any purpose prohibited by any Anti-corruption Laws and that it shall protect and indemnify the Customer in respect of any claim arising from any breach hereof;

5.2.3 neither the Service Provider, nor any of its Representatives have made, offered or authorized with respect to the matters which are the subject of this Agreement, any payment, gift, promise or other advantage, whether directly or through any other person, to or for the use or benefit of any of the Customer's Representatives or any public official (i.e. any person holding or acting on behalf of a person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a state-owned or public enterprise, a public international organisation, any political party, any candidate for political office or a relative or associate of any such person), where such payment, gift, promise or advantage would violate:

5.2.3.1 any the Anti-corruption Laws;

5.2.3.2 the applicable laws and regulations of the countries where the Services shall be performed; or

5.2.3.3 the laws and regulations of the country of formation of the Service Provider or such Service Provider's ultimate parent company or the principal place of business of such ultimate parent company.

5.3 From time to time, the Service Provider shall, when requested to do so:

5.3.1 respond in reasonable detail to any notice from the Customer in connection with this clause; and

5.3.2 confirm in writing that it has complied with its undertakings under this clause.

5.4 Summary Termination for non-compliance with anti-corruption, anti-money laundering Laws and/or terrorism:

5.4.1 the Parties will comply with all local and international Laws relating to the combating of corruption, money laundering and terrorism, locally or internationally;

5.4.2 Customer may verify (check and confirm) Service Provider, or any persons related to or acting on behalf of or involved with Service Provider. This includes, but is not limited to, mandated persons, representatives, signatories, and related entities. Customer will do this at the start of the business relationship and as often as it or the Law considers necessary thereafter. Customer can refuse to do business with any person or entity that it considers undesirable.

## **6 BUSINESS PARTNERS**

6.1 Customer shall not, knowingly, without the prior written consent of Service Provider engage any Business Partner (an organisation that has been authorised to market and sell the Deel Software Solution to its own customers), which may be a Business Partner, current and future, of Service Provider during the term of this Agreement. Such approval will however not relieve Customer of any of its obligations under the Agreement.

## **7 NON-SOLICITATION**

7.1 Customer and Service Provider agree that they will not, during the term of the Agreement and 12 (twelve) months thereafter, without the prior written consent of the other Party, directly or indirectly, (e.g. via third party contractors or Affiliates), recruit or solicit for employment, induce or attempt to induce any Representative of the other Party to leave the employment of their employer, always provided that nothing in this section shall prevent either Party from hiring any such Representative who responds on his/her own accord to a generally published advertisement or widely advertised employment solicitations (such as newspaper advertisements, job fairs, internet) and a Party does not, directly or indirectly, target or encourage such person to respond to such general or widely advertised employment solicitation.

7.2 If a Party hires a Representative in contravention of this section, the breaching Party will compensate the other Party by paying to the latter as a one-off liquidated damages payment, the amount corresponding to the annual gross salary of said Representative which the Parties agree is a genuine pre-estimate on the loss that would be incurred and not a penalty.