

TH JUNIOR Code of Conduct

Introduction

Integrity is the foundation of our business. All the TH JUNIOR SRL employees, partners, including their employees, will always act in good faith, honestly, transparently and will always do the right thing by acting within the highest standards of ethics and correctness.

This Code of Ethics and Business Conduct (“Code”) is applicable to all employees of TH JUNIOR SRL, to all companies in the TH INVEST group and to all partners distributing the WinMENTOR® and WinMENTOR ENTERPRISE® (WME®) products on a contract base. TH JUNIOR SRL requires all its employees and partners, including all their employees, to comply with all applicable laws, including the ones concerning the intellectual rights and the Civil Code of Romania, all applicable regulations and this Code of Conduct. All partners will adhere to this Code by signing a copy of the Code of Conduct Agreement that will be provided to them by TH JUNIOR SRL, and will make available its provisions to all their personnel, to conduct periodic training reviews for their employees to ensure they are complying with both this TH JUNIOR SRL Code of Conduct and the Oracle Code of Ethics and Business Conduct (if and when an Oracle technology sale is a matter), that will be provided to them.

TH JUNIOR SRL will conduct its corporate business in compliance with laws, regulations, and the best business practices, in such a way to recognize its ethical responsibilities and fulfill them. If the Romanian laws will be considered by the TH JUNIOR SRL management as less restrictive than the Oracle Code of Ethics and Business Conduct, TH JUNIOR SRL and all its employees and partners will do their best to comply with the Oracle Code (if and when an Oracle technology sale is a matter), even if their conduct would otherwise be legal. On the other hand, if Romanian laws will be considered as more restrictive than the Oracle Code, TH JUNIOR will, at a minimum, comply with the Romanian laws.

All employees of TH JUNIOR SRL will maintain an open and frank business dealings with all its partners and will do their best to develop mutually advantageous relationships. All partners will adhere to high ethical standards and will avoid engaging in any activity that involves even the appearance of impropriety.

Antitrust and Competition Laws

TH JUNIOR SRL is committed to observing the applicable antitrust or competition laws of Romania. All laws that prohibit agreements or actions that reduce competition without benefiting consumers, will strictly be observed. They seek to protect the competitive process so that consumers receive the benefits of competition. All partners and employees are aware that the violations of antitrust or competition laws may result in severe penalties, including large fines and jail terms.

Compliance with antitrust or competition laws is required at all times. Therefore, the employees and partners, including their employees, must not agree with any competitors to (i) fix or control prices, either by agreeing directly with a competitor or any other method, such as through third parties; (ii) structure or orchestrate bids to direct a contract to a certain competitor or reseller (bid rigging), including abstaining from bids or submitting noncompetitive or “courtesy” bids; (iii) boycott suppliers or customers; (iv) divide or allocate markets or customers; or (v) limit the production or sale of products or product lines. These types of prohibited agreements are against both public policy and TH JUNIOR SRL policies and should be equally avoided in any contacts with TH JUNIOR SRL, other partners of TH JUNIOR SRL, any of the clients of TH JUNIOR SRL, as well as representatives of other companies. In addition, TH JUNIOR SRL employees and partners will refrain from prohibited discussions with competitors (whether direct, other TH JUNIOR SRL partners, or other companies) about prices, costs, profits or profit margins, production or sales volumes or bids, or quotes for a specific customer’s business.

Partners will consider at all times that their competitors are TH JUNIOR SRL direct sales, other TH JUNIOR SRL partners, or any other entity that may compete with them for a business opportunity. If they are ever solicited by a TH JUNIOR SRL employee to engage in any kind of prohibited conduct, they will immediately report this behavior to the TH JUNIOR SRL senior management.

It may occur that certain sales tactics or other arrangements with customers or suppliers also raise antitrust and competition law risks, if they unfairly restrain or prevent competition by TH JUNIOR SRL competitors or among its customers. Such sales arrangements that may violate the antitrust laws include predatory pricing below cost, exclusive dealing contracts, bundled or tie-in sales, agreements with customers or suppliers about minimum resale prices, and discriminating between competing customers.

Regardless of the location of the TH JUNIOR SRL partners, the antitrust laws of Romania and the United States (if and when an Oracle technology sale is a matter) are likely applicable as they apply to business operations and transactions related both to imports to or exports from the United States (for Oracle contracts).

Incorrect Payments, Money Laundering

TH JUNIOR SRL employees and partners, including their employees, cannot offer or pay bribes. They are all prohibited from offering, promising, authorizing, directing, paying, making, or receiving any bribes, kickbacks, or payments of money or anything of value (directly or indirectly) to improperly obtain business or any other advantage for TH JUNIOR SRL or themselves. All international anti-corruption laws that outlaw bribery will be strictly observed. All TH JUNIOR SRL employees and partners are aware that penalties for violating these laws are severe and can include prison time and large fines for individuals. TH JUNIOR SRL also prohibits to its employees and partners, including their employees, all forms of money laundering, involving disguising, channeling unlawfully obtained money, or transforming such money into legitimate funds.

This prohibition applies especially, but is not restricted to:

- Government and public sector, including public utilities, higher education, public healthcare entities and public international organizations and their employees or officials;
- Political parties or candidates for political office;
- Business entities partially or wholly owned or controlled by government interests (often referred to as state-owned enterprises) and their employees or officials;
- Privately held commercial companies and their employees;
- TH JUNIOR SRL employees;
- Any other third party, including TH JUNIOR SRL partners and their employees.

TH JUNIOR SRL prohibits its employees and partners, including their employees, from giving money or anything of value directly or indirectly to a government official or employee of a state-owned enterprise, or to the spouse, significant other, child, or other relative of any such person, for the purpose of influencing or rewarding an action or decision of the government or public sector employee or official or to gain any improper advantage for TH JUNIOR SRL. "Anything of value" is intended to be broad and covers not only money, but also gifts, lavish or excessive entertainment, funding of personal travel such as sightseeing, contributions to charity, and employment opportunities. TH JUNIOR SRL also prohibits facilitation or facilitating payments, which are payments to an official to speed up or expedite routine government actions, including processing and approving applications and permits.

Contracting with Government Entities

All TH JUNIOR SRL employees and partners are aware that this Code's standards and the applicable laws for dealing with government and public sector employees or officials are more stringent than standards for commercial company employees.

All TH JUNIOR SRL employees and partners must strictly observe the laws, rules, and regulations that govern the acquisition of goods and services by any governmental entity of Romania and the performance of government contracts. Activities that may be appropriate when dealing with nongovernment customers may be improper and even illegal when dealing with government. When dealing with any governmental entity, one is responsible for knowing and complying with all rules that apply to government contracting and interactions with government or public sector employees and officials, including but not limited to the following:

- TH JUNIOR SRL employees and partners must not attempt to obtain, directly or indirectly, from any source, procurement-sensitive information that is not publicly available or otherwise authorized for disclosure by the government; confidential internal government information, such as pre-award, source selection information; or any proprietary information of a competitor, including, for example, bid or proposal information, during the course of a procurement or in any other circumstances where there is reason to believe that the release of such information is unauthorized.
- TH JUNIOR SRL employees and partners must ensure the submission of accurate invoices to the government and comply with all laws regarding invoicing and payments.
- TH JUNIOR SRL employees and partners must not give or offer, either directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value to any government or public sector employee or official except as may be permitted by applicable law. They are required to establish and maintain appropriate internal controls to ensure compliance with all applicable Romanian and US (if and when an Oracle technology sale is a matter) laws concerning prohibitions on offering anything of value to government and public sector employees or officials.
- TH JUNIOR SRL employees and partners must not provide, attempt to provide, offer, or solicit a kickback, directly or indirectly, to obtain or reward favorable treatment in connection with any transaction.
- TH JUNIOR SRL employees and partners must not pay or enter any agreement to pay, directly or indirectly, a contingent fee to any party for the purposes of obtaining a government contract or influencing government action. Partners may not receive any contingent fees or participate in any influence/referral fee program on any transaction involving a government or public sector end user (this includes, but is not limited to, public higher

education, public healthcare, and utility entities). Partners will strictly observe the general commercial rules generally followed by TH JUNIOR SRL for compensation when it comes to transactions that involve government or public sector employees and officials.

Lobbying

Lobbying is generally any activity that attempts to influence laws, regulations, policies, and rules. In certain jurisdictions, however, the legal definition of “lobbying” can also cover procurement and business development activity. Partners are responsible for understanding when their activities may legally be considered lobbying in a particular jurisdiction and for complying with all applicable laws.

TH JUNIOR SRL employees and partners may not lobby government on behalf of TH JUNIOR SRL. Government relations consultants/lobbyists retained by them may not be used by TH JUNIOR SRL. Moreover, TH JUNIOR SRL employees and partners may not use TH JUNIOR SRL’s consultants for any such purpose.

Business Courtesies that May Be Extended

TH JUNIOR SRL employees and partners must use discretion and care to ensure that expenditures on customers, TH JUNIOR SRL employees or representatives are reasonable, ordinary, and proper. They also must ensure that expenditures could not reasonably be construed as a bribe or an improper attempt to secure unfair preferential treatment or violate applicable laws and regulations. A general guideline for evaluating whether a business courtesy is appropriate is to ask whether public disclosure could be embarrassing to them, to TH JUNIOR SRL or the recipient.

Business Courtesies that May Be Received

TH JUNIOR SRL employees and partners are responsible for ensuring that acceptance of any business courtesies, gifts, or entertainment is proper and could not reasonably be construed as an attempt by the offering party to secure favorable treatment or otherwise violate applicable laws and regulations.

Financial Integrity

TH JUNIOR SRL partners must accurately document all transactions related to their contract with TH JUNIOR SRL and compliant with Oracle policies (if and when an Oracle technology sale is a matter) and relevant order forms in their financial books, records, statements and reports, and other documents provided to TH JUNIOR SRL. They must prevent side agreements, whether oral or written. The handling and disbursement of funds related to business transactions concerning TH JUNIOR SRL and Oracle (if and when an Oracle technology sale is a matter) must be pursuant to a duly authorized written with TH JUNIOR SRL contract with clearly defined procedures. Documents must not be inappropriately altered or signed by those lacking proper authority. No undisclosed or unrecorded fund or asset related to any TH JUNIOR SRL transaction may be established or maintained for any purpose.

TH JUNIOR SRL partners’ financial books, records, and statements must properly document all assets and liabilities and accurately reflect all transactions of their company related to TH JUNIOR SRL and Oracle products and services. Their business records must be retained in accordance with record retention policies and all applicable laws and regulations. Furthermore, they will establish and maintain internal financial and other controls to ensure their transactions are executed and their expenditures are in accordance with the appropriate authorization(s), and that they spend money responsibly and appropriately.

According to its policy, TH JUNIOR SRL will always report its financial results and other significant developments fully, fairly, accurately, timely, and understandably. TH JUNIOR SRL expects its partners to comply with this policy and with all applicable laws and regulations.

Partners are aware that all approval requests for nonstandard discounts must be accurate and commercially justified. Any approved discount or benefit must be used only for the purpose disclosed and authorized. Structuring a transaction to create additional margin which will be used for any undisclosed or unapproved purpose is never allowed, including paying or otherwise rewarding a customer, employee, or other third party.

Placing an order with TH JUNIOR SRL for its products or Oracle products without the existence of a corresponding end user agreement is not acceptable as a good business practice and is therefore prohibited. Partners may only submit an order to TH JUNIOR SRL after having received an order from an end-user for the same programs and/or services. Any request by a TH JUNIOR SRL employee to do otherwise must be immediately reported to the TH JUNIOR SRL senior management. Partners will not allow an order to be placed with TH JUNIOR SRL for the distribution of its software programs or of Oracle products to an end user unless they have received an order from an end user for the programs or unless they have a specific authorized agreement or arrangement in this specific matter with TH JUNIOR SRL.

Intellectual Property and Confidentiality

TH JUNIOR SRL respects the intellectual property rights of others and expects other companies to respect TH JUNIOR SRL's intellectual property rights. An important element of such protection is maintaining the confidentiality of TH JUNIOR SRL's trade secrets and proprietary information. TH JUNIOR SRL's intellectual property, confidential information, patented technology, documentation, or other materials must not be used without written permission or outside the scope of work performed for TH JUNIOR SRL. Additionally, copyrighted software must not be reproduced. In the course of working with or for TH JUNIOR SRL, partners must not use proprietary information, patented technology or copyrighted software, documentation, or other materials of third parties without authorization.

Partners must safeguard confidential information by not transferring, publishing, using, or disclosing it other than as necessary in the ordinary course of business to perform their work for TH JUNIOR SRL or as directed or authorized by TH JUNIOR SRL. They must observe applicable data privacy standards. Materials that contain confidential information or that are protected by privacy standards should be stored securely and shared only internally with employees on a need-to-know basis.

Confidential information may include, but is not limited to: source code, software and other inventions or developments (regardless of the stage of development) created or licensed by or for TH JUNIOR SRL, marketing and sales plans, competitive analyses, product development plans, nonpublic pricing, potential contracts or acquisitions, business and financial plans or forecasts, internal business processes and practices, and prospect, customer, and employee information.

Trade Compliance Laws and Regulations

TH JUNIOR SRL requires that partners comply fully with all applicable Romanian and US and global trade laws and regulations. United States global trade laws and regulations govern all imports, exports, re-exports, and use of US origin commodities and technical data, wherever located, if and when an Oracle technology sale is a matter. Failure to comply could result in the loss or restriction of partners' or TH JUNIOR SRL's trade privileges. Violation of these laws and regulations may also result in fines and imprisonment. Partners are responsible for understanding how the trade laws and regulations apply and for conforming to these laws to ensure no technology, data, information, program, and/or materials resulting from services (or direct product thereof) will be imported or exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws and regulations.

Conflicts of Interest

The notion of "conflict of interest" is related to any circumstance that could cast doubt on partners' ability to act with total objectivity with regard to the distribution of TH JUNIOR SRL and Oracle products and services. The Partners' loyalty shall be free from any conflicts of interest. Conflict of interest situations may arise in many ways. If a Partner feels having an actual or potential conflict with TH JUNIOR SRL or any of its employees, the Partner must report all pertinent details to TH JUNIOR SRL senior management.

Contracting

Partners and their employees will compete fairly and ethically for all business opportunities. Partners' employees who are involved in the sale or licensing of products/services, the negotiation of agreements, or the delivery of services to TH JUNIOR SRL and/or TH JUNIOR SRL's customers are expected to understand and honor the terms of contractual agreements. They must ensure that all statements, communications, and representations to customers are accurate and truthful as they relate to TH JUNIOR SRL.

Advertising and Marketing

Unfair methods of competition and deceptive practices are prohibited. Examples of these include:

- false or misleading statements about products or services of TH JUNIOR SRL or Oracle;
- falsely disparaging a competitor or its products or services,
- making product or service claims without facts to substantiate them
- using TH JUNIOR SRL's or another company's trademarks in a way that confuses the customer as to the source of the product or service.

Business and Employment Relationships

Partners will comply to the principle of equal employment and business opportunities without regard to any protected characteristic, including but not limited to: race, religious creed, national origin, color, sex or gender, gender identity or expression, age, mental or physical disability, mental condition, pregnancy, marital status, national origin/ancestry, genetic information, political affiliation, military and protected veteran status, sexual orientation, or any other characteristic protected under federal or state law or local ordinance. Our policies prohibit harassment in any form and TH JUNIOR SRL expects that partners will practice and promote a work environment free from harassment, as appropriate under the Romanian laws.

Human Rights of Workers

TH JUNIOR SRL Partners and employees are expected to uphold the human rights of workers and to treat them with dignity and respect. Compliance with fair labor and antislavery practices that allow for freely chosen employment is required, which includes the prohibition of child labor, human trafficking, and slavery. Additionally, the adherence to applicable wage and labor laws and standards is required. Physical abuse, sexual or other harassment, and discrimination on the basis of race, religious creed, caste, national origin/ancestry, genetic information, military and protected veteran status, religion, age, disability, gender, gender identity or expression, pregnancy, marital status, sexual orientation, union membership, political affiliation, or any other characteristic protected under applicable law is strictly prohibited.

Environment, Health, and Safety

TH JUNIOR SRL is perfectly aware of its social responsibility to protect the environment and expects its employees and Partners to share its commitment. Therefore, TH JUNIOR SRL Partners and employees are required to comply with all applicable environmental laws and regulations and are expected to work to reduce consumption of resources, including raw materials, energy, and water, throughout all aspects of the product or service lifecycle. TH JUNIOR Partners and employees are encouraged to reduce or eliminate waste of all types by implementing appropriate conservation measures in their facilities and by recycling, re-using, or substituting materials.

Worker health, safety, and well-being are also important to Oracle. Partners and employees are expected to provide and maintain a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations, and practices while also minimizing the environmental burden of their operations and products on the environment. Adequate steps must be taken to minimize the causes of hazards inherent in the working environment, prevent workplace accidents and injuries, and promote safe and healthy workplaces.

Duty to Cooperate

TH JUNIOR SRL employees and partners, including their employees, are expected to cooperate with TH JUNIOR SRL's periodic or non-periodic requests for documents and/or information made in connection with TH JUNIOR SRL's Oracle partner onboarding and due diligence processes. To ensure that all employees and partners adhere to Oracle's policies, they may be asked to provide certain information identifying their company structure, the potential existence of conflicts of interest, and compliance with Romanian, US (if and when an Oracle technology sale is a matter) and other applicable Romanian laws. Although TH JUNIOR SRL requires that partners comply with all applicable laws, requests for information are designed to identify a number of specific compliance issues, which would need to be resolved before a partner is allowed to participate in discounts or benefits associated with the distribution and promotion of Oracle products. TH JUNIOR SRL employees and partners shall provide truthful and accurate responses to such requests for information and TH JUNIOR SRL reserves the right to request additional information at any time, if needed. TH JUNIOR SRL may terminate a partner contract or distribution rights for failure to satisfy this obligation of providing truthful and accurate responses to such information requests.

Additionally, partners are expected to cooperate with any audit request made by TH JUNIOR SRL in connection to Oracle business specifications, as required by the Oracle Partner Network Agreement or any Distribution Agreement to which TH JUNIOR SRL is a part.

Reporting Violations

TH JUNIOR SRL employees and partners are expected to report to TH JUNIOR SRL senior management any conduct, including conduct of any TH JUNIOR SRL employee and/or partner that he/she believes in good faith to be an actual, apparent, or potential violation of this Code. Prompt reporting of violations is in the best interest of everyone. Reports will be handled as confidentially as possible. TH JUNIOR SRL expects all partners to provide reasonable assistance with any investigation into a violation of this Code or applicable law.

An open-door policy will be maintained by TH JUNIOR SRL at all times with regard to questions from employees and partners, including any questions related to ethics and business conduct. To report an incident, employees and partners may contact TH JUNIOR SRL senior management. They also may anonymously report an incident, where permitted by law, online at any time through e-mail, to the senior management of TH JUNIOR SRL.

Enforcement

The TH JUNIOR SRL Code of Ethics and Business Conduct places employees and partners, on one hand, and TH JUNIOR SRL on the other hand, in the forefront with those corporations that emphasize the importance of solid business ethics and honest business conduct. This Code's standards can be met only with the full cooperation of all employees and partners. TH JUNIOR SRL trusts that all employees and partners will adhere to these standards. Any violation of this Code will constitute the possible basis for the immediate termination of a distribution agreement between TH JUNIOR SRL and one of its partners and the cancellation of any pending fees payable to such a partner, pursuant to applicable laws and without any liability to TH JUNIOR SRL.

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