



SUPPLIER CODE OF CONDUCT

Bluesheets Pte. Ltd. (trading as fileAI)

Effective Date: January 1, 2026

Version 1.0

1. INTRODUCTION AND PURPOSE

This Supplier Code of Conduct ("Code") sets forth the minimum standards that Bluesheets Pte. Ltd. (trading as fileAI) ("fileAI," "we," "us," or "our") expects from all suppliers, vendors, contractors, consultants, and other business partners (collectively, "Suppliers") who provide goods or services to fileAI.

fileAI is committed to conducting business ethically and with integrity. We expect our Suppliers to share this commitment and to uphold the highest standards of business conduct, including respect for human rights, fair labor practices, environmental responsibility, and ethical business practices.

This Code reflects our commitment to preventing modern slavery, forced labor, human trafficking, and other forms of exploitation in our business operations and supply chains. While fileAI operates as a B2B software-as-a-service (SaaS) company with minimal physical supply chains, we recognize our responsibility to ensure that our business relationships align with our values and comply with applicable laws, including the Australian Modern Slavery Act 2018, UK Modern Slavery Act 2015, and similar legislation globally.

2. APPLICABILITY AND CONTRACTUAL EFFECT

2.1 Incorporation into Contracts

This Code may be incorporated into supplier contracts, purchase orders, statements of work, and other agreements by reference (e.g., by including a URL link to this Code or stating "Supplier agrees to comply with fileAI's Supplier Code of Conduct"). When incorporated by reference, compliance with this Code becomes a binding contractual obligation.

Suppliers acknowledge and agree that:

- Acceptance of a purchase order, contract, statement of work, or other agreement that references this Code constitutes acceptance of and agreement to comply with this Code
- This Code forms part of the binding agreement between the Supplier and fileAI
- Material violations of this Code may constitute a material breach of contract, entitling fileAI to remedies including termination
- fileAI may update this Code from time to time. Unless otherwise specified in the contract, the version of the Code in effect at the time of contract execution or purchase order acceptance applies to that specific engagement
- Suppliers are responsible for accessing, reviewing, and understanding this Code prior to accepting any contract or purchase order that references it
- If this Code conflicts with specific terms in a written contract between fileAI and Supplier, the written contract terms shall prevail to the extent of the conflict

2.2 Scope of Application

This Code applies to all Suppliers providing goods or services to fileAI, including but not limited to:

- Cloud infrastructure and hosting providers
- Software and technology vendors
- Professional services providers (consultants, contractors, advisors)
- Recruitment agencies and staffing firms
- Office equipment and supply providers
- Any other vendors or service providers engaged by fileAI

2.3 Supply Chain Extension

Suppliers are expected to ensure that this Code, or substantially equivalent standards, are communicated to and followed by their own suppliers, subcontractors, and business partners to the extent they are involved in providing goods or services to fileAI.

3. LEGAL COMPLIANCE

Suppliers must comply with all applicable laws, regulations, and industry standards in the jurisdictions where they operate and where they provide goods or services to fileAI. This includes, but is not limited to, laws relating to:

- Labor and employment
- Human rights and modern slavery
- Health and safety
- Environmental protection
- Anti-corruption and anti-bribery

- Data protection and privacy
- Trade compliance and sanctions
- Intellectual property
- Competition and antitrust

Where this Code sets higher standards than applicable law, Suppliers are expected to meet the higher standard. Where applicable law sets higher standards than this Code, Suppliers must comply with applicable law.

4. PROHIBITION OF MODERN SLAVERY, FORCED LABOR, AND HUMAN TRAFFICKING

fileAI has zero tolerance for modern slavery, forced labor, human trafficking, servitude, debt bondage, and all forms of exploitation in our business operations and supply chains.

4.1 Prohibited Practices

Suppliers must NOT engage in or support:

- Forced labor: Any work or service extracted from a person under threat of penalty, including physical punishment, restriction of movement, withholding of wages or identity documents, or deportation threats
- Human trafficking: Recruiting, transporting, transferring, harboring, or receiving persons by means of threat, force, coercion, abduction, fraud, deception, or abuse of power for exploitation
- Debt bondage: Requiring workers to work to pay off debts or loans, where the terms are unreasonable or the worker has no real opportunity to leave
- Servitude: Obligation to provide services imposed by use of coercion
- Child labor: Employment of children under the age of 15 (or 14 where local law allows), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest
- Hazardous child labor: Employment of anyone under age 18 in work that is likely to harm their health, safety, or morals
- Slavery or practices similar to slavery
- Any other form of exploitation or abuse of workers

4.2 Required Practices

Suppliers must ensure that:

- All work is voluntary - workers have the right to leave employment with reasonable notice and without penalty
- Workers are not required to pay recruitment fees or costs to obtain employment

- Workers' identity documents (passports, work permits, identity cards) are not retained by the employer except for brief periods for administrative purposes with the worker's knowledge and consent
- Workers are provided with employment contracts or agreements in a language they understand, clearly stating terms of employment including wages, working hours, and conditions
- Wages and benefits meet or exceed legal minimums and industry standards
- Working hours comply with applicable laws and do not exceed legal limits
- Workers have freedom of movement and are not confined to work premises or company-controlled housing
- Workers have freedom of association and the right to collective bargaining where legally permitted

5. FAIR EMPLOYMENT PRACTICES

5.1 Non-Discrimination

Suppliers must provide equal employment opportunities and treat workers with dignity and respect. Discrimination based on race, color, religion, gender, gender identity, sexual orientation, age, disability, national origin, ancestry, marital status, pregnancy, or any other characteristic protected by law is prohibited.

5.2 Fair Compensation

Suppliers must:

- Pay wages and benefits that meet or exceed legal minimums or industry standards, whichever is higher
- Pay wages on time and in full
- Provide clear, written information about wages, benefits, and deductions
- Not make deductions from wages except as required by law or with worker consent for legitimate purposes (e.g., voluntary benefits)
- Not impose fines or penalties that reduce wages below legal minimums
- Provide all legally required benefits (social security, insurance, leave, etc.)

5.3 Working Hours and Leave

Suppliers must comply with applicable laws regarding:

- Maximum working hours (typically not to exceed 48 hours per week plus overtime as permitted by law)
- Rest days and breaks

- Overtime compensation
- Annual leave, sick leave, and other legally required leave
- Maternity/paternity leave as required by law

Workers must not be compelled to work excessive overtime. Overtime must be voluntary except where permitted by law and collective bargaining agreements.

6. HEALTH, SAFETY, AND WORKING CONDITIONS

Suppliers must provide a safe, healthy, and secure working environment for all workers. This includes:

- Compliance with all applicable health and safety laws and regulations
- Implementation of appropriate health and safety management systems
- Provision of necessary personal protective equipment
- Safe handling, storage, and disposal of hazardous materials
- Emergency preparedness and response procedures
- Access to clean drinking water, sanitary facilities, and (where applicable) safe housing
- Regular health and safety training for workers
- Mechanisms for workers to report safety concerns without retaliation
- Investigation and remediation of safety incidents

7. ETHICAL RECRUITMENT AND EMPLOYMENT PRACTICES

7.1 Prohibition of Recruitment Fees

Suppliers must ensure that workers do not pay recruitment fees, costs, or deposits to obtain employment. All recruitment costs must be borne by the employer, not the worker. This prohibition applies whether workers are hired directly or through recruitment agencies.

7.2 Recruitment Agencies

If Suppliers use recruitment agencies or labor brokers, they must:

- Conduct due diligence to ensure agencies comply with this Code and applicable laws
- Use only licensed and reputable agencies
- Ensure agencies do not charge fees to workers
- Ensure agencies provide workers with clear employment terms in a language they understand
- Monitor agency practices on an ongoing basis
- Hold agencies accountable for violations of this Code or applicable law

7.3 Employment Contracts

Suppliers must provide all workers with:

- Written employment contracts or agreements
- Contracts in a language the worker understands
- Clear terms regarding wages, working hours, benefits, leave, termination, and other material conditions
- Reasonable time to review and understand the contract before signing
- A signed copy of the contract for the worker's records

8. ENVIRONMENTAL RESPONSIBILITY

Suppliers are expected to operate in an environmentally responsible manner and to continuously seek to improve environmental performance. This includes:

- Compliance with all applicable environmental laws and regulations
- Appropriate handling, storage, and disposal of hazardous materials and waste
- Efforts to reduce energy consumption, greenhouse gas emissions, and waste generation
- Implementation of environmental management systems where appropriate to the nature and scale of operations
- Transparency regarding environmental practices and performance

9. BUSINESS ETHICS AND ANTI-CORRUPTION

9.1 Anti-Corruption and Anti-Bribery

Suppliers must comply with all applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act, UK Bribery Act, and local laws. Suppliers must not:

- Offer, promise, give, or authorize bribes, kickbacks, or other improper payments to any person (including government officials)
- Accept bribes, kickbacks, or improper payments from any person
- Engage in any form of corruption, extortion, or embezzlement
- Provide gifts, entertainment, or hospitality that could improperly influence business decisions
- Make facilitation payments (small payments to expedite routine government actions) unless legally permitted and properly documented

9.2 Conflicts of Interest

Suppliers must:

- Avoid conflicts of interest in their dealings with fileAI
- Disclose any actual or potential conflicts of interest to fileAI
- Not employ fileAI employees or their immediate family members without fileAI's prior written consent
- Not offer employment or business opportunities to fileAI employees for the purpose of influencing business decisions

9.3 Confidentiality and Data Protection

Suppliers must:

- Protect fileAI's confidential information and intellectual property
- Comply with all applicable data protection and privacy laws (GDPR, CCPA, PDPA, etc.)
- Implement appropriate security measures to protect personal data and confidential information
- Not use fileAI's confidential information for any purpose other than performing services for fileAI
- Return or destroy confidential information upon request or termination of the business relationship

9.4 Fair Competition

Suppliers must:

- Comply with all applicable competition and antitrust laws
- Compete fairly and ethically
- Not engage in price fixing, bid rigging, market allocation, or other anticompetitive conduct
- Obtain competitive information through legal and ethical means only

10. SUPPLY CHAIN RESPONSIBILITY

Suppliers are expected to:

- Communicate the requirements of this Code (or substantially equivalent standards) to their own suppliers, subcontractors, and business partners
- Conduct appropriate due diligence on their own supply chains to identify and address modern slavery and other ethical risks
- Take corrective action if violations are identified in their supply chains

- Be transparent with fileAI about their supply chain, including subcontractors involved in providing services to fileAI
- Obtain fileAI's prior written consent before subcontracting work to third parties where required by contract

11. REPORTING CONCERNS AND REMEDIATION

11.1 Reporting Violations

Suppliers must establish mechanisms for workers and others to report concerns about violations of this Code, applicable law, or ethical standards. Such mechanisms must:

- Be accessible to all workers
- Allow for confidential or anonymous reporting where permitted by law
- Protect reporters from retaliation
- Ensure prompt investigation of reports
- Provide appropriate remediation when violations are confirmed

Suppliers or their workers may also report concerns to fileAI at: legal@fileai.com

11.2 Non-Retaliation

Suppliers must not retaliate against any person who:

- Reports a concern about potential violations in good faith
- Participates in an investigation
- Refuses to engage in conduct that violates this Code or applicable law
- Exercises their legal rights (e.g., freedom of association)

11.3 Remediation

If violations of this Code are identified, Suppliers must:

- Cooperate fully with fileAI's investigation
- Promptly implement corrective action plans
- Provide remediation to affected workers where appropriate
- Take steps to prevent recurrence
- Provide fileAI with evidence of corrective actions taken

12. MONITORING, VERIFICATION, AND COMPLIANCE

12.1 Self-Assessment

Suppliers may be required to complete self-assessment questionnaires regarding their compliance with this Code, applicable laws, and modern slavery due diligence.

12.2 Documentation

Suppliers must maintain appropriate documentation to demonstrate compliance with this Code and applicable laws. fileAI may request such documentation during vendor due diligence or in response to customer inquiries.

12.3 Verification and Audits

fileAI reserves the right to verify Supplier compliance with this Code through:

- Review of Supplier documentation, policies, and procedures
- Questionnaires and self-assessments
- Site visits or inspections (with reasonable notice)
- Third-party audits
- Worker interviews
- Review of certifications or compliance reports

Suppliers must cooperate with reasonable verification activities. Verification costs are typically borne by fileAI unless otherwise agreed.

12.4 Consequences of Non-Compliance

Failure to comply with this Code may result in:

- Requirement to implement corrective action plans
- Increased monitoring or auditing
- Suspension of new business or purchase orders
- Termination of the business relationship
- Legal action where appropriate

fileAI will work collaboratively with Suppliers to address non-compliance where possible. However, serious violations (particularly those involving modern slavery, forced labor, child labor, or other human rights abuses) may result in immediate termination of the relationship.

13. IMPLEMENTATION AND CONTINUOUS IMPROVEMENT



fileAI expects Suppliers to:

- Acknowledge receipt and understanding of this Code
- Implement policies, procedures, and training necessary to ensure compliance
- Assign responsibility for compliance to appropriate personnel
- Monitor their own compliance on an ongoing basis
- Continuously seek to improve their practices beyond minimum compliance
- Engage constructively with fileAI on responsible business practices
- Be transparent about challenges and work collaboratively to address them

14. AMENDMENTS AND UPDATES

fileAI may update this Code from time to time to reflect evolving best practices, regulatory requirements, or stakeholder expectations. Material changes will be communicated to Suppliers with reasonable notice.

For existing contracts that incorporate this Code by reference:

- fileAI will notify Suppliers of material changes to this Code
- Unless otherwise specified in the contract, the version of the Code in effect at the time of contract execution continues to apply to that specific engagement
- fileAI and Supplier may mutually agree to adopt updated versions of the Code for existing contracts
- For new purchase orders or renewals, the then-current version of the Code applies unless otherwise specified

15. CONTACT INFORMATION

Questions about this Code or reports of concerns may be directed to:

General Counsel

Bluesheets Pte. Ltd. (trading as fileAI)

Email: legal@fileai.com

SUPPLIER ACKNOWLEDGMENT

IMPORTANT NOTICE TO SUPPLIERS

By accepting a purchase order, contract, statement of work, or other agreement from fileAI that references this Supplier Code of Conduct (whether by URL link or otherwise), Supplier acknowledges and agrees that:

1. Supplier has accessed, read, and understood this Code
2. Supplier agrees to comply with all requirements of this Code
3. This Code forms part of the binding agreement between Supplier and fileAI
4. Material violations of this Code may constitute a material breach of contract

No separate signature or acknowledgment form is required unless specifically requested by fileAI. Acceptance of work from fileAI that references this Code constitutes acceptance of this Code.

Optional Formal Acknowledgment

For suppliers who wish to provide formal written acknowledgment, the following form may be used:

Supplier Name:	
Authorized Representative:	
Title:	
Signature:	
Date:	
Company Stamp/Seal (if applicable):	

END OF SUPPLIER CODE OF CONDUCT