

GROUND TRUTH
INTELLIGENCE

**CORPORATE
GOVERNANCE AND
COMPLIANCE
GUIDELINES**

July 2020

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1. INTRODUCTION: WHY HAVE WE PREPARED THE GUIDELINES AND HOW WILL THEY BE IMPLEMENTED?

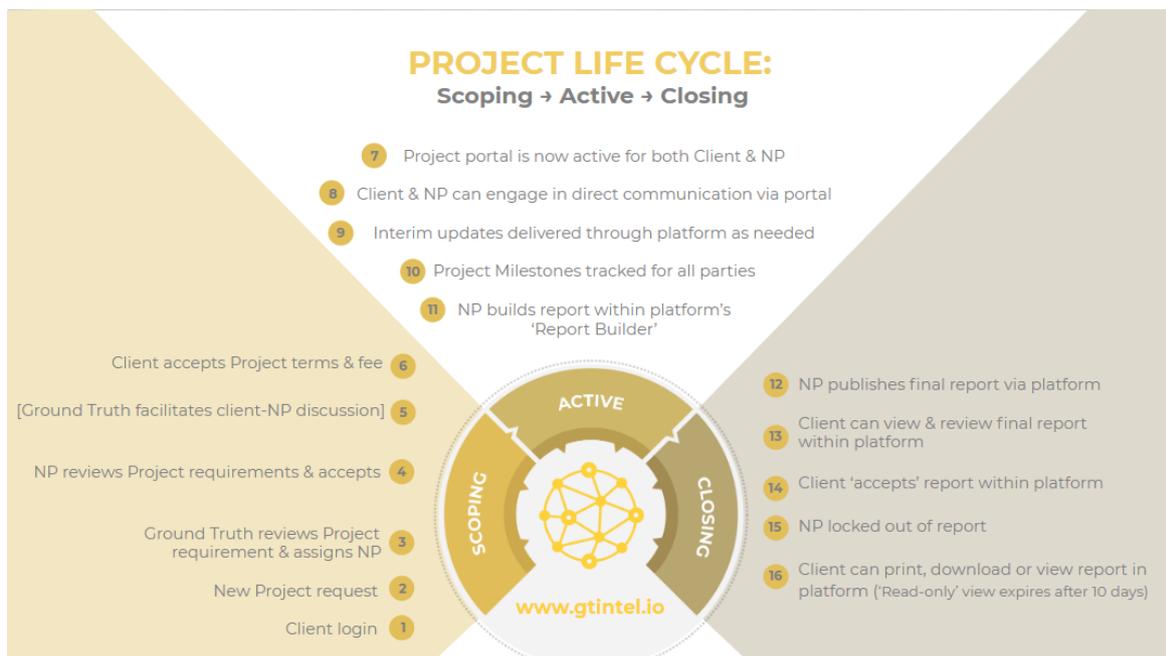
- 1.1. Ground Truth Intelligence Limited (“Ground Truth” or the “Company”) has prepared and implemented these robust corporate governance guidelines (the “Guidelines”) to ensure adherence to a set of agreed principles, methodologies and conduct rules in respect of its commercial operations. They embody the spirit of the Ground Truth Code of Conduct, which is being developed in consultation with our Clients and Network Partners as well as external expert practitioners in the field of governance and assurance.
- 1.2. The Guidelines have been formally adopted by Ground Truth’s Board of Directors (the “Board”), and are incorporated into:
 - 1.2.1. The standard Terms and Conditions on which basis Ground Truth contracts with all users (“Clients”) of the Ground Truth platform (the “Platform”);
 - 1.2.2. The standard Terms and Conditions on which basis Ground Truth contracts with all individuals and entities providing services to Clients through the Platform (“Network Partners”) as well as the Ground Truth Standard Operating Procedures; and
 - 1.2.3. The contracts of employment between Ground Truth and each of its employees or fixed-term contractors (“Employees”).
- 1.3. Ground Truth was formed to meet the growing global need for accurate, timely, and verifiable intelligence sourced in a transparent, legal and ethical method, and is the first online global marketplace for Corporate Intelligence and Investigations, giving Clients direct access to the Company’s global network of 1,000-plus Network Partners – intelligence and investigations service providers spread across numerous jurisdictions, sectors and specialisms. Through the Platform, Ground Truth reduces investigative and due diligence costs for Clients, while providing secure, direct and insightful access to the best sources of intelligence and investigative capabilities.
- 1.4. With years of experience in the corporate intelligence and investigations industry, the Board has adopted these principles and conduct rules to ensure that the practices that resulted in a number of high-profile exposures of unlawful activities in the wider corporate intelligence and investigations industry are prevented through the use of the Platform.
- 1.5. The purpose of these Guidelines is to reflect the strong commitment of the Board and the Company to:

1.5.1. Effective, efficient and robust corporate governance and assurance guided by transparent policies and clear decision-making;

1.5.2. Meeting or exceeding legal, regulatory and ethical best practice both in the conduct of lawful investigations and in Ground Truth's wider commercial operations; and

1.5.3. Adopting employment practices that foster and encourage innovation, diversity and a strong corporate culture.

1.6. The principles set out in these Guidelines are also incorporated into the Platform, which has been designed to create a transparent, auditable and GDPR-compliant process for conducting due diligence, gathering business intelligence and managing investigations across multiple jurisdictions and industries. The diagram below summarises the services provided through the Platform, which reflects and enforces the Guidelines.



2. BOARD STRUCTURE AND RESPONSIBILITY: WHO ENSURES THE GUIDELINES ARE ENFORCED AND HOW?

Board Structure

- 2.1. The Board holds ultimate responsibility for the Company's adherence to the Guidelines, applicable legislation and regulatory provisions as well as for its internal culture and delivery of shareholder value. It holds the management to account for its performance in delivering in these areas.
- 2.2. In the Company's formation or start-up phase, both the Board and the management team recognise the importance of separating corporate assurance and governance from the executive management of the Company. In adopting these Guidelines, the Board acknowledges that implementation of the Guidelines is a core accountability of the executive management team; but believes that team are subject to the Guidelines rather than holding authority for interpreting, applying or amending their contents.
- 2.3. The Board, in the Company's formation or start-up phase, is composed of two executive members. The Board and the executive management team anticipate that the Board will expand in line with the Company's growth projections to include an independent Chair and/or one or more non-executive directors.
- 2.4. In due course, the Board will establish a Committee, chaired by an independent member of the Board, to exercise oversight of the executive in the areas covered by the Code of Conduct and these Guidelines. In respect of the Guidelines, the Committee (provisionally the "Governance, Assurance and Risk Committee") will have responsibility for:
 - 2.4.1. Monitoring the Company's compliance with policies adopted under prevailing statutory, regulatory and ethical obligations;
 - 2.4.2. Maintaining and monitoring independent communication methods for Clients, Network Partners, Employees and/or members of the public to report misconduct or suspected breaches of the Guidelines (the "Reporting Line");
 - 2.4.3. Investigating and remediating any reports received through the Reporting Line, or which come to the Board's attention through any other means.
- 2.5. Prior to the planned expansion of the Board, and as an interim arrangement, the CEO has appointed an independent Board Advisor on governance and assurance ("Board Advisor, Governance"). The CEO will consult and be advised by the Board Advisor, Governance on the accountabilities which will later be assured by the Board Committee.

- 2.6. The number of Board members will be fixed by resolution of the Board in accordance with the Company's articles of incorporation. Executive directors are appointed as a function of their investment in the company and their executive role. There is no term limit on their appointment. Each member of the Board is expected to spend the time and effort necessary to properly discharge the collective responsibility of the Board such as attending meetings of the Board, reviewing material distributed in advance of those meetings, and considering and taking decisions on matters requiring Board resolutions.
- 2.7. The Board currently meets at least four times per calendar year. Arrangements are in place for meetings to be held virtually when a meeting in person is not possible. All members need to be in attendance for the meeting to be regarded as properly constituted. Meetings are convened and chaired by the Chief Executive Officer, and conducted in accordance with the provisions of the Shareholder Agreement.
- 2.8. Wherever possible, decisions will be taken by consensus among full members of the Board. Where needed, the Chief Executive Officer will have the casting vote.
- 2.9. The Board operates in line with legal requirements, government guidelines and established good practice. Directors are accountable to the Chair for their performance in line with these Guidelines and the Company's articles of incorporation.

Board Responsibilities

Proportionate procedures

- 2.10. The Board bears ultimate responsibility for ensuring the production, implementation and maintenance of specific policies setting out the Company's endorsement of and adherence to its legal, regulatory and ethical obligations. Those policies include:
- 2.10.1. These Guidelines;
- 2.10.2. The Anti-bribery and Anti-corruption Policy;
- 2.10.3. The Data Protection and Privacy Policy;
- 2.10.4. The Standard Operating Procedures;
- 2.10.5. The Employment Policy and Employee Handbook.

(the "Policies").

2.11. The Policies are to be monitored, reviewed and updated as necessary in light of (1) any changes to the Company's legal and regulatory obligations; (2) any newly identified or emerging risks; or (3) as determined by the Board, for example, in response to growth of the Company's operations or offering of new services.

2.12. The Policies must reflect and mitigate any risks identified in the annual risk assessment (see below), and be a proportionate and appropriate mitigation of those risks, as well as reflecting best practice within the sectors, jurisdictions and specialist services offered by the Company.

Risk assessment

2.13. The Company has endorsed through these Guidelines, and the Board has responsibility for ensuring the completion of an annual risk assessment to review the legal, regulatory, reputational and commercial risks inherent in the Company's operations ("Risk Assessment"). The Board has responsibility for monitoring the completion of this Risk Assessment, and the executive management team for delivering the Risk Assessment.

2.14. In addition to the completion of an annual Risk Assessment, the Chief Executive Officer will ensure that the Board receives monthly updates reflecting any new or emerging risks not contained within the annual assessment. The Board will determine whether any new or emerging risks require amendment to the Company's Policies.

2.15. The Risk Assessment will include, as a minimum:

2.15.1. A review of all of the legal, regulatory, reputational and commercial risks faced by the Company, with specific attention paid to the nature, scale and complexity of its operations;

2.15.2. A review of all assurance, governance and compliance functions aimed at mitigating those risks;

2.15.3. An analysis of (1) the likelihood of any of the identified risks arising and (2) the likely impact of those risks; and

2.15.4. An analysis of the effectiveness of the risk mitigation practices and any required remediation of those practices.

Due Diligence

2.16. The Company recognises that its Network Partners are essential to the delivery of a valued service to its Clients, and the core of its business. Careful selection of and due diligence into each Network Partner is a primary focus of the Director of Operations.

2.17. The Director of Operations (a member of the executive management team) has responsibility for implementing a methodology for obtaining due diligence on each Network Partner, comprising, at a minimum:

2.17.1. Identity checks;

2.17.2. Open source and social media, public records and internet searches; and

2.17.3. Provision of referees drawn from former employers and/or current and former clients.

2.18. Where circumstances require, Ground Truth will also conduct enhanced due diligence including, but not limited to confirmation of educational, employment and professional history and/or obtaining of any legal, regulatory or disciplinary records.

2.19. The Board has responsibility for ensuring and monitoring that (1) such due diligence into Network Partners is conducted and (2) records of the due diligence are maintained and updated as required.

2.20. In addition, and where required, Ground Truth will conduct due diligence into Clients and/or specific matters that pose any enhanced risk, such as (1) an instruction to gather information in support of contentious litigation; (2) a target of an investigation who is high-profile or a politically exposed person; or (3) where the Client does not have a significant public profile or verifiable commercial interests.

Top-level commitment, communication and training

2.21. The Board and the executive management team share responsibility for ensuring compliance with and commitment to the principles espoused in these Guidelines, in particular, the unfailing dedication to lawful, ethical, effective and responsible business practices.

2.22. This commitment is to be communicated publicly, through the Company's website, marketing materials and business development activities, as well as privately, in communications and correspondence with Clients, Network Partners and Employees.

2.23. In particular, and at a minimum, the Board and Chief Executive Officer will ensure that the particular provisions of the Guidelines reflecting adherence with prevailing anti-bribery and anti-corruption, data protection/privacy and employment laws are incorporated into any and all contractual engagements with Clients, Network Partners and Employees.

2.24. As part of its responsibility to communicate the principles of the Guidelines both publicly and privately, the Board has responsibility to monitor and the executive management board to deliver training to relevant Network Partners and Employees about their responsibilities and

obligations under the company's Code of Conduct, these Guidelines, prevailing anti-bribery and anti-corruption, data protection/privacy and employment laws and the company's Standard Operating Procedures.

Ongoing monitoring and supervision

- 2.25. As set out above, the Board's responsibilities in relation to the Policies, the Risk Assessment, communication of the Guidelines and other Company rules of business conduct, and due diligence of Network Partners are subject to ongoing monitoring and review.
- 2.26. In addition to monthly and annual reviews specified above, the Board bears responsibility for ensuring that any breach of these Guidelines, or the Policies, whether it comes to its attention through the Reporting Line or through some other means, is thoroughly, transparently and independently investigated.
- 2.27. Where appropriate (for example, if a member of the executive management team is implicated) the Board will procure outside counsel or an external investigator to conduct the investigation and deliver their findings to the Board.

3. RISKS AND MITIGATION: HOW DO WE PROTECT OUR CLIENTS, NETWORK PARTNERS AND EMPLOYEES?

- 3.1. Ground Truth is aware that it operates in an industry that can be both contentious and adversarial, as well as being at risk of civil and criminal liabilities if either the Company, its Clients, its Network Partners or its Employees are not aware of and/or compliant with legal and regulatory frameworks. In addition to the legal risks, the reputational and ethical risks of misconduct in investigations and intelligence gathering have been the subject of high profile exposés in the media, by transparency advocates and activists, through governmental enquiries and through public prosecutions.
- 3.2. A summary of the primary risks faced by the Company, its Clients, its Network Partners and its Employees are considered below, together with the key mechanisms adopted by Ground Truth to prevent, detect and mitigate those risks.

Bribery and corruption

- 3.3. A critical risk faced by the Company (and prominent in the wider corporate intelligence and investigations industry) is the potential for the acquisition of information through unlawful or criminal means, for example, through a Network Partner bribing an employee of a data controller to release information sought by a Client.

- 3.4. Through long experience in the information-gathering industry, Ground Truth and its executive management team have learned to recognise information that is obtained illegally, and may report to the relevant law enforcement agency any Network Partner that is believed to have obtained information through unlawful payments, bribes or incentives.
- 3.5. In addition, the Company has implemented the following procedures to prevent and detect bribery by its Network Partners or Employees:
- 3.5.1. The preparation, maintenance and endorsement of an Anti-Bribery and Anti-Corruption Policy, supported by the Board and the executive management team;
 - 3.5.2. The conduct of an annual Risk Assessment to identify any jurisdictions, industries or specialisms that pose a specific risk of bribery, as well as monthly monitoring and updates of any emerging risks;
 - 3.5.3. Due diligence into Network Partners to identify and prevent any bribery risk;
 - 3.5.4. Communication of the Company's stance on bribery and corruption, including public statements, training of Employees and Network Partners and the incorporation of contractual warranties into its contracts with Network Partners, confirming those parties' awareness of anti-bribery and anti-corruption legislation, and undertaking not to pay bribes for the obtaining of information or intelligence on behalf of Clients.
 - 3.5.5. Maintenance and monitoring of the Reporting Line, independent investigation of any reports, and appointment of independent counsel or external investigators where appropriate or required.

Breach of privacy

- 3.6. Another prominent risk in intelligence gathering and investigations is the potential that either a Network Partner or a Client will (deliberately or unintentionally) breach the personal data privacy rights of an individual who is the subject of an enquiry.
- 3.7. This could potentially create liabilities for the Company, its Clients or its Network Partners, as well as threaten the reputation of any of those parties.
- 3.8. In order to mitigate this risk, the Company has prepared and endorsed a Data Protection and Privacy Policy that confirms its commitment to compliance with the principles of Article 5(1) of the General Data Protection Regulation, namely:

- 3.8.1. *Lawfulness, fairness and transparency:* all data processed by Ground Truth will be lawfully obtained and processed, with consideration given to the personal data privacy rights of the data subject;
- 3.8.2. *Purpose limitation:* data are collected for specified purposes, as recorded in the Platform's processes, and only processed for those purposes; the Platform is designed to automatically purge data after a specified period;
- 3.8.3. *Data minimisation:* Clients and Network Partners agree to only request and/or obtain data that are adequate, relevant and limited to what is necessary for the Client's legitimate purposes (see section 3.2.2.5 below);
- 3.8.4. *Accuracy:* the Network Partner will make every endeavour to ensure that the data obtained are accurate;
- 3.8.5. *Storage limitation:* as set out above, the Platform is designed to automatically purge data after a specified period to ensure that no personal data are maintained once the Client's purposes have been fulfilled. Ground Truth will maintain only transactional information for financial record-keeping purposes once any engagement is concluded.
- 3.8.6. *Integrity and confidentiality (security):* Ground Truth houses the Platform with the leading web services provider, complying with internationally recognised information security standards (ISO/EIC 27001), and implementing security industry best-practices. The Director of Information Security is responsible for maintaining and authorising administrative access to the Platform, as well as safeguarding Ground Truth's datastores and data processing systems.
- 3.9. These principles are inherent in the Platform, and built into its functionality. In addition, the engagement documentation between the Company and its Clients and/or Network Partners incorporate robust warranties that (1) Clients will not request, seek or otherwise attempt to procure personal data of any data subject unless they can confirm an entitlement to such data under the GDPR principles; and (2) Network Partners will not unlawfully procure or provide to clients personal data of any data subject, but will ensure that all data is lawfully obtained.
- 3.10. In order to commence a new request for intelligence or investigative support ("Project") through the Platform, each Client must, if it seeks to obtain information about an individual rather than a company, and that information is likely to be "personal data" within the definition of the General Data Protection Regulation, specify its entitlement to process that personal data. The most common reasons will be:
- 3.10.1. The data are necessary for performance of a contract or to comply with law;

3.10.2. The data subject has given consent for the processing of his or her personal data, for example under an application for employment;

3.10.3. The data are necessary for the Client's legitimate interests or those of a third party, for example, where information is being gathered in support of litigation and are necessary for the litigant to enforce his, her or its legal rights. A legitimate interest may also be claimed in relation to a regulatory or statutory obligation to conduct due diligence, such as anti-money laundering or anti-corruption checks.

3.11. Ground Truth will, as part of its Project lifecycle and prior to assigning a Network Partner, review the information provided by the Client, and decline any Project request deemed to seek personal data which the Client is not legally permitted to process under the General Data Protection Regulations.

3.12. Ground Truth is committed to ensuring that any investigations or intelligence gathering are lawfully conducted, and will remove any Network Partner found to have obtained information unlawfully.

Disclosure orders and requests

3.13. While not strictly a risk in terms of liability, Ground Truth is aware that its commercial operations may attract the interest of civil litigants and/or law enforcement agencies seeking to enforce court orders for disclosure against it.

3.14. In order to ensure that both Clients' and data subjects' confidentiality and privacy is protected, any court order for disclosure (or request for disclosure in the absence of a court order) will be reviewed by outside legal counsel to ensure (1) the order or request is properly and lawfully formulated and (2) Ground Truth's obligations are fully complied with.

3.15. Ground Truth will comply with all orders for disclosure from a properly constituted court with appropriate jurisdiction. Where Ground Truth is not prevented from doing so by any provision of the relevant order, it will inform any Network Partner or Client affected by the order.

3.16. In respect of any subject access requests made by data subjects to Ground Truth, these will be processed in accordance with the provisions of the General Data Protection Regulation and Data Protection Act 2018, although the Platform is designed to purge any data on specific subjects after a specified period.

3.17. Ground Truth will review (1) any requests received and (2) any data or information disclosable to ensure that only the personal data of the requesting data subject is disclosed. Ground Truth has adopted policies for training its employees to recognise subject access requests, and to comply with any request within one month unless exceptional circumstances apply.

4. CLIENTS: HOW DO WE ENGAGE WITH OUR CLIENTS?

- 4.1. Clients using the Platform are required to agree to Ground Truth's standard terms of engagement ("Master Services Agreement"). Once the Master Services Agreement is signed, Ground Truth will issue individual login details to designated users within the Client's organisation. The Client is responsible for ensuring that each of its nominated users understand and will comply with the Master Services Agreement.
- 4.2. Prior to being on-boarded, Ground Truth will conduct Know Your Customer checks on each Client to verify (1) the legal entity entering into the contract; (2) the general purpose(s) for which the Platform will be used by the Client; and (3) that the Client's representative has a valid authority to enter into the Master Services Agreement, which sets out the obligations, commitments and liabilities of the Client, the Company and the Network Partner. In particular, the Client agrees to comply with all data protection and privacy provisions contained in these Guidelines, the Data Protection and Privacy Policy and the prevailing statutory framework.

Master Services Agreement

- 4.3. The terms of the Master Services Agreement are summarised below.

Obligations of the Company

- 4.4. Ground Truth's obligations are to comply with the provisions of these Guidelines, provide and maintain the Platform, review the requirements of a Project on receipt of a new Project request through the Platform; confirm the satisfaction of a condition for processing personal data (if required); introduce and facilitate communications with a Network Partner, promptly address any complaints or disputes; to propose and agree a fee and deadline for the Project; to manage billing and collection of payment for the Project.

Obligations of the Client

- 4.5. The Client's obligations are to provide a summary of the Project sufficiently specific to enable Ground Truth to identify and assign a Network Partner; discuss and address any queries raised by the Network Partner; review and agree the proposed fee and deadline; once a final report is reviewed and accepted, to transfer the fee.

Other terms

- 4.6. *Cost of services and payment terms:* Each Project will incur a pre-agreed fee notified in advance to the Client by Ground Truth.
- 4.7. *Time for performance:* Each Project will have a set deadline for delivery agreed in advance between the Client and Ground Truth. Any unforeseen extensions to the deadline will be agreed in writing between the Client and Ground Truth.

- 4.8. *Limitation of liability and releases:* While the aim and objective of the Platform is to help Clients gain valuable, insightful and actionable intelligence, due to the nature of the services provided Ground Truth is not responsible for the accuracy, truth or validation of any information provided to the Client by the Network Partner, nor is it liable for any detriment suffered by the Client as a result of any action it may take on the basis of the information provided.
- 4.9. *Confidentiality and communications:* Ground Truth agrees to keep confidential and secure the nature, subject and content of the Project and the Client, unless required to make disclosure under court order, by a law enforcement agency or regulator, or by some other provision of law. The Client agrees to keep confidential the identity and activities of the Network Partner, and not to seek to contact the Network Partner outside of the Platform, unless required to make disclosure under court order, by a law enforcement agency or regulator, or by some other provision of law.
- 4.10. *Warranties:* The Client warrants that it has read, understood and will comply with the standard terms and conditions and these Guidelines, and that it has provided accurate and truthful information in relation to its lawful purpose for the Project.
- 4.11. The law of the contract will be the law of England & Wales.
- 4.12. *Complaints/disputes procedure:* The standard terms and conditions sets out the process for any dispute under the contract.

5. NETWORK PARTNERS: HOW DO WE ENGAGE WITH OUR NETWORK PARTNERS?

5.1. As set out above, Network Partners are essential to the delivery of a valued service to the Company's Clients, and the core of its business. Each Network Partner will be carefully selected on the basis of referral and reputation. The Director of Operations is responsible for ensuring that each Network Partner, even where they are previously known to the executive management team, has been the subject of a robust and detailed due diligence exercise as detailed in section 2.3.4.2.

Standard terms of engagement

5.2. The standard terms of engagement between the Company and its Network Partners are summarised below:

Obligations of Company

5.3. Ground Truth's obligations under the contract of engagement with Network Partners are to comply with the provisions of these Guidelines, provide and maintain the Platform, review the requirements of a Project on receipt of a new Project request through the Platform; confirm the satisfaction of a condition for processing personal data (if required); introduce and facilitate communications with a Client; negotiate and agree with the Client a timetable and fee for delivery of the Project; promptly address any complaints or disputes; to facilitate the transfer of payment from the Client to the Network Partner for the services provided.

Obligations of Network Partner

5.4. The Network Partner's obligations under the contract with Ground Truth are to review the summary of the Project provided by the Client through the Platform; not to accept any Project for which it does not have the appropriate experience, competence and capability;; discuss and address any queries raised by the Client; make all enquiries and gather information as specified in the Project; deliver a draft report and make any amendments as required; to maintain all Project records, information and data only on the Platform.

Other terms

5.5. *Payment for services:* Each Project will incur a pre-agreed fee notified in advance to the Client by Company.

5.6. *Time for performance:* Each Project will have a set deadline for delivery agreed in advance between the Network Partner and Ground Truth. Any unforeseen extensions to the deadline will be agreed in writing between the Network Partner and Ground Truth.

- 5.7. *Limitation of liability and releases*: The Network Partner warrants that Ground Truth is not responsible for the accuracy, truth or validation of any information provided to the Client by the Network Partner.
- 5.8. *Confidentiality and communications*: The Network Partner agrees to keep confidential and secure the nature, subject and content of the Project and the Client, unless required to make disclosure under court order, by a law enforcement agency or regulator, or by some other provision of law. The Network Partner agrees to keep confidential the identity and activities of the Client, and not to seek to contact the Client outside of the Platform, unless required to make disclosure under court order, by a law enforcement agency or regulator, or by some other provision of law.
- 5.9. *Warranties*: the Network Partner warrants that it has read, understood and will comply with the standard terms and conditions and these Guidelines, and that it will: (1) conduct its enquiries in accordance with prevailing statutory and regulatory rules; (2) comply with prevailing anti-bribery and anti-corruption legislation and not procure information, data, intelligence or documents through the payment of improper bribes, gratuities, fees or inducements; (3) will destroy and/or not maintain any record of the Project save for such transactional records as are required for financial recording purposes.
- 5.10. The law of the contract will be the Law of England & Wales.
- 5.11. *Complaints/disputes procedure*: The standard terms and conditions sets out the process for any dispute under the contract.

6. EMPLOYEES: HOW DO WE ENGAGE WITH OUR EMPLOYEES?

- 6.1. Ground Truth recognises that its business is dependent on access to a range of experiences, backgrounds, perspectives and beliefs, and that it will best deliver on its ambition to provide a valued service to its Clients through a diverse and varied workforce.
- 6.2. To ensure that its corporate culture is welcoming and comfortable to people from all backgrounds, the Company is committed to creating a corporate environment that is intolerant of discrimination, bullying and harassment. Our focus is on innovation and excellence, and we believe that we can get the best out of and support our employees where they feel included, supported and treated fairly. While our culture is intolerant of bullying, harassment, discrimination or other negative behaviours, we welcome and celebrate respectful, constructive and professional challenge at all levels, without boundaries and from all corners.
- 6.3. We endorse and adopt the diversity and inclusion policy of the UK government, which expresses the belief that “It is not right or fair that people are discriminated against because of who they are or what they believe. So we need to stop that discrimination and change behaviour. And it is not right or fair that the opportunities open to people are not based on their ambition, ability or hard work, but on who their parents are or where they live. So we need to break down the barriers that hold people back and give them the opportunities to succeed.”
- 6.4. Ground Truth strives to find, welcome, support and develop employees who are committed to excellence of delivery and performance, technical and systemic innovation, fearless challenge of the status quo, and thoughtful engagement with problems that arise in corporate environments. Each Employee is expected to review, and confirm understanding of these Guidelines, and comply with them throughout the term of their employment with the Company. The provisions of the Guidelines are also incorporated into our Employment Policy and contracts of employment.
- 6.5. As part of our commitment to our Employees, Clients and Network Partners, and to our public commitment to meet and exceed the highest standards of ethical, transparent and lawful business practice, all of our Employees will receive training and support in developing their professional skills and capabilities, understanding the legal and regulatory framework in which we work and performing to the highest standards. The Company is committed to fair treatment of all Employees, regardless of role, seniority or length of service, and has an established grievance process under its Employment Policy.

7. CONTACT FOR COMPLAINTS AND QUERIES ON THE GUIDELINES

- 7.1. The Board and the Company expect and understand that these Guidelines are a living document. We expect to adapt and grow as our business, and the businesses of our Clients and Network Partners change and develop.
- 7.2. Any questions, queries, suggestions or proposed amendments to these Guidelines can be addressed in the first instance to Stewart Kelly, CEO: stewart@gtintel.io; +44 (0) 7532 787 506.