

ISY Consulting Services, LLC
Code of Business Conduct and Ethics
Handbook





Table of Contents

Introduction	3
Disciplinary actions	4
Objective	4
Code of Business conduct and Ethics	6
Respect in the workplace.....	6
Independent contractors	6
Anti Corruption policy.....	7
Anti Money Laundering Policy	7
Human Rights and Labour Standards policy	9
Compliance with Laws	10
Drugs and Abuse Policy.....	11
Proprietary Rights	11
Indemnification.....	12
Conflict of Interest Policy.....	13
Limitation of Liability	13
Anti Harassment Policy	14
Confidential Information Policy	15
Taxes	15
Non-Discrimination Policy.....	17
Non Subordination Policy	18
Work Policy	18
Non Compete Policy.....	19
Electronic Communication (email) Policy	20
Social Media Policy	22
AI Acceptable Use Policy.....	22



Introduction

A code of business conduct and ethics outlines the appropriate behavior that all employees, contractors or sub-contracted personnel are expected to follow in the workplace towards their colleagues, supervisors, and overall organization/work environment.

All workers at ISY Consulting Services: employees, include full-time, part-time, probationary, contractors and temporary employees; contractors or subcontracted personnel, are referred in this document as “Members of the Organization” or “Employees”.

All members of the organization are required to comply with the code of conduct and ethics and with the law that governs our activities where the work is executed and within the Commonwealth of Puerto Rico.

All workers, regardless of their job, title or role, must follow the codes and policies toward co-workers inside or outside the organization. All workers have the right to be treated with dignity and respect. ISY Consulting Services is an equal opportunity employer committed to providing a healthy work environment, free from discrimination, harassment, abusive or offensive behavior.

ISY Consulting Services will investigate all reported violations and encourage workers to immediately report any deviation. ISY Consulting believes in



open dialogue and encourages workers to report concerns confidentially; and without fear of reprisal.

Disciplinary actions

All employees and/or members of the organization are expected to adhere to this Code.

Our company will take disciplinary actions against anyone who repeatedly or intentionally fails to follow this *Code of Business conduct and Ethics*.

Disciplinary actions will vary depending on the violation.

Possible consequences include demotion, reprimand, suspension, termination and/or detraction of benefits for a definite or indefinite time.

We may take legal action in cases of corruption, theft, embezzlement, or other unlawful behavior.

All workers will be required to provide a negative certificate of conduct from their legal country of residence prior to their start day.

Additionally, they might be subject to background checks.

Objective

The objective of this code of conduct and ethic is to promote a guideline towards the expected ethical behavior by communicating to all its members



the organization's commitment to certain values, by defining behavioral expectations for all Members of the Organization, and by providing direction to all when they are faced with ethical decisions.



Code of Business conduct and Ethics

Respect in the workplace

It is expected that there is a mutual respect environment between all members of the organization and customer. No discriminatory behavior, harassment, victimization will be tolerated. All workers are entitled to behave with integrity and professionalism in all aspects of their work, from recruitment and performance evaluation to execution and interpersonal relations.

Independent contractors

If contracted as Independent Contractor, the Consultant shall perform all services hereunder as an Independent Contractor, and nothing contained here in shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties here to or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether expressed or implied, to create any such duty or obligation on behalf of the party. Consultant acknowledges that his rendition of services is solely within his control, subject to the terms and conditions agreed upon, and agrees not to hold himself out to be an employee of ISY Consulting LLC. or any subsidiary or affiliate thereof.



Consultant hereby represents that consultant has and at all times will maintain timely payments of all taxes due to P.R. Department of Treasury and all other government agencies (local or Federal) including withholding and all other taxes.

Anti Corruption policy

At ISY Consulting Services, LLC we follow to achieve a zero tolerance against bribery and corruption. Violation of this code can result in immediate termination and/or possible referral to the appropriate criminal or regulatory authorities. It is the responsibility of all workers to comply and notify and/or report of any violation. All reports will be treated as confidential.

Here's a sample list of some inappropriate behavior:

1. Giving or receiving bribes
2. Involving in a fraudulent or dishonest activity
3. Authorizing corrupt activities
4. Not reporting a corrupt or potentially corrupt activity
5. Falsifications, omitting evidence and/or giving false evidence.
6. Donations or sponsorships with the purpose of obtaining improper advantages
7. Providing gifts. A gift can be an object, entertainment, travel, lodging, expenses, etc.
8. Hiring or using a job placement with the purpose of influencing a business decision. All workers must follow the pre-defined screening procedure.

Anti Money Laundering Policy



ISY Consulting Services, LLC is committed to complying fully with anti-money laundering and anti-terrorism laws.

ISY Consulting Services, LLC prohibits and encourages all members of the organization to actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities by complying with all applicable requirements under the Bank Secrecy Act (BSA) and its implementing regulations.

Money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins of criminally derived proceeds so that the proceeds appear to have derived from legitimate origins or constitute legitimate assets. Generally, money laundering occurs in three stages. Cash first enters the financial system at the "placement" stage, where the cash generated from criminal activities is converted into monetary instruments, such as money orders or traveler's checks, or deposited into accounts at financial institutions. At the "layering" stage, the funds are transferred or moved into other accounts or other financial institutions to further separate the money from its criminal origin. At the "integration" stage, the funds are reintroduced into the economy and used to purchase legitimate assets or to fund other criminal activities or legitimate businesses.

Some examples of types of fraudulent activities include insider trading, market manipulation, ponzi schemes, cybercrime and other investment-related fraudulent activity.

Terrorist financing may not involve the proceeds of criminal conduct, but rather an attempt to conceal either the origin of the funds or their intended use, which could be for criminal purposes. Legitimate sources of funds are a key difference between terrorist financiers and traditional criminal organizations. In addition to charitable donations, legitimate sources include foreign government sponsors, business ownership and personal employment. Although the motivation differs between traditional money launderers and terrorist financiers, the actual methods used to fund terrorist operations can be the same as (or similar to) methods used by other criminals to launder funds. Funding for terrorist attacks does not always require large sums of money and the associated transactions may not be complex.



Human Rights and Labour Standards policy

ISY Consulting Services, LLC is committed to respect human and labour rights, as well as respecting and complying with applicable laws and regulations. We respect internationally recognized human rights as expressed in the International Bill of Human Rights, consisting of the Universal Declaration on Human Rights, the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Right. We believe in fairness, respect, equality, dignity and autonomy(choice and control).

We believe in:

1. Freedom of association
2. No force or child labour
3. Diversity and equal opportunity – Ensure no discrimination with regards race, religion, sex, age, physical ability, political opinion, social or ethnic origin or sexual orientation.
4. No harassment
5. Fair employment/worker practices – comply with law, regulations, and industry norms on pay, work hours, conditions and competitive compensation. The official workweek begins at midnight on Sunday and ends at 11:59 p.m. Saturday. Hourly employees must accurately record all worked time using the record keeping system (timesheets) in place. The time record must accurately reflect any unpaid breaks (i.e. meal or breaks for breastfeeding mothers) taken during the workday. Full time Employees(i.e. 8 hrs a day; not to exceed 48hrs per week) are expected to work their regular schedule based on standard hours or the full time equivalent.



6. Healthy and safe workplace: A safe and healthful workplace means all hazards are removed. If hazards cannot be removed completely, protection must be provided to the employees. For every job description, a risk assessment will be performed to ensure a healthy and safe workplace.
7. Personal and professional development – Encourage workers to balance their work and personal responsibilities, and reach their professional goals
8. Open dialogue - encourage an open dialogue between workers. Encourage workers to report concerns confidentially; and without fear of reprisal.

Compliance with Laws

All members of the organization agrees to comply with all applicable Federal, State, County and local laws, ordinances, regulations, and codes in the performance of its obligations, included but not limited to the procurement of permits, licenses and certificates where required and payment of applicable taxes. Consultant further agrees to hold harmless and indemnify ISY Consulting LLC against any loss or damage, to include reasonable attorney's fees that may be sustained by reason of the failure of all members to comply with such laws, ordinances, regulations and codes.



Drugs and Abuse Policy

Consultant agrees to comply with ISY Consulting LLC Drug Abuse Policy, which prohibits the selling distributing, manufacturing, processing, using of illicit narcotics (non prescriptive medication) as define by the state in which the business is conducted and/or Federal Government, while ISY Consulting LLC, ISY Consulting LLC premises or ISY Consulting LLC customers facilities. In the event that any member of the organization violates the aforementioned policy, he will be barred from performing any further Services for ISY Consulting LLC and any Agreement may be terminated by ISY Consulting LLC immediately.

In the event this Agreement is terminated pursuant to above provisions no further liabilities or obligations shall accrue to ISY Consulting LLC, except for any fee due and owing at the time of such termination. Furthermore, nothing contained here in shall be deemed or construed as establishing an employment relationship between ISY Consulting LLC to re- establish a contractual relationship after any such termination.

Proprietary Rights

All members of the organization agrees that work product including but not limited to all information, reports, studies, object of source code, design, flow charts, diagrams and other tangible materials of any nature whatsoever produced by or as a result of any of the services rendered here under shall be the sole and exclusive property of ISY Consulting LLC. In furtherance thereof, Consultant here by



irrevocably grants, assigns, transfers to ISY Consulting LLC all rights, titles, and interest of any kind, in and to any work product produced here under. Consultant shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted on a written and legal Agreement. As member of the organization, you also agree to execute any documents reasonably requested by ISY Consulting LLC in connection with the registration of patent and/or copyrights or and other statutory protection on such work product.

It is required that the materials, documentation, analysis, data, programs, and Services to be delivered or rendered, will be of the kind and quality designated and shall meet specifications as determine in ISY Consulting LLC sole and exclusive discretion.

Indemnification

As member of the organization, you will not violate any proprietary rights of any third party, including, without limitation, confidential relationships, any third party, including, without limitation, confidential relationships, patent, trade secrets, copyrights rights and any other proprietary rights. It is required to indemnify and hold ISY Consulting LLC harmless from any loss, claim damage, cost or expenses of any kind, including reasonable attorney's fees, to which ISY Consulting LLC may be subjected by virtue of a breach of the foregoing warranty.

All members of the organization agree to indemnify and hold ISY Consulting LLC harmless for any loss, claim damage, costs or expenses of any kind, including reasonably attorney's fees, to which ISY Consulting LLC may be subjected by virtue of any finding related to a member of the organization.



All materials, documentation, analysis, data, programs and Services to be delivered or rendered hereunder, will be kind and quality designated and shall meet specifications as determined in ISY Consulting LLC sole and exclusive discretion.

Conflict of Interest Policy

ISY Consulting Services, LLC expect all members of the organization to avoid any personal, financial, or other interests that might hinder their capability or willingness to perform their job duties.

We discourage all Members of the Organization from accepting gifts or any activity that may result in self-benefit, from clients or partners. We prohibit bribes for the benefit of any external or internal party.

It is the responsibility of all members of the organization to notify a supervisor of any existing, potential, or new situation that may result in a conflict of interest and could impact future business agreements, decisions, contracts, or trades.

Limitation of Liability

In no event shall ISY Consulting LLC be liable for any indirect, special, or consequential damage which may arise.



Anti Harassment Policy

The purpose of this Policy is to address and prevent antagonistic situations that violate the dignity of employees. Harassment includes bullying, cyber-bullying, intimidation, direct insults, malicious gossip and victimization. It pertains to single or repeated incidents of intimidation, humiliation, degradation, bullying, or other undesirable verbal, non-verbal, or physical conduct toward one person or a group of people.

Sexual harassment is an illegal practice.

Harassment is not tolerated and ISY Consulting Services, LLC encourages all members of the organization to immediately report claims of harassment (sexual or not), which must provide, among other things, a space for the complainant to indicate any other prior conduct that may constitute sexual harassment.

Once reported, the Company will take preventive measures not to expose the victim or other persons to similar situations. All reports are confidential.

ISY Consulting Services will provide legal options to the authorities to prosecute sexual harassment cases and will implement disciplinary measures against any employee or contracted personnel that incurs in sexual harassment or non-sexual harassment.



Confidential Information Policy

All members of the organization acknowledge and agrees that all tangible and intangible information(data) obtained, developed or disclosed in connection with all work activities shall be considered to be confidential and proprietary information (“Confidential Information”), and any business practice and critical to its competitive position in the marketplace. It is required to not to disclose any confidential or proprietary information with respect there to, to any third party of entity.

Taxes

ISY Consulting LLC shall withhold at source the applicable state income tax based on or measured by Consultant’s income or receipts.

As member of the organization you are responsible for all other federal state taxes based on or measured by consultant’s income or receipts, including sales and use taxes; if applicable, and Self Employment taxes.

As member of the organization you are responsible for required payments to all Federal Insurance Contributions Act (“FICA”), if applicable. Consultant shall withhold at source applicable federal, state and local income taxes and employee’s share of FICA.



ISY Consulting LLC shall have to withhold at source any federal, state or local income tax, or employee's portion of FICA, from any individual assigned or subcontracted by Consultant to provide services hereunder, nor shall ISY Consulting LLC have any liability for any FICA, FUTA or SUI contributions on behalf of any individual assigned or subcontracted as Consultant; however, that nothing contained herein shall prevent ISY Consulting LLC from imposing backup withholding tax as required by law or regulations on reportable payments to non exempt contractors, or from withholding tax on United States source payments to non – United States persons as required by applicable law or regulations. For purpose of this document, "Taxes", shall mean federal, state and local income taxes, FICA, FUTA, SECA, SUI and withholding taxes.

Consultant shall timely file all applicable tax returns, including income tax returns, employment tax returns and information returns required by law, in a manner consistent with its status as an independent contractor of Services as employer of individual personnel assigned or subcontracted here under. Consultant shall make all required payments and deposit of taxes in a timely manner.

Consultant shall cooperate fully on the defense of any claim by any federal, state or local government authority against ISY Consulting LLC, regarding Taxes assessed with respect to Consultant or any individual assigned or subcontracted by Consultant to provide Services hereunder. Without limiting the generality of the foregoing, Consultant shall, upon request by ISY Consulting LLC, promptly furnish to ISY Consulting LLC, (i) documentary evidence, in the form satisfactory to ISY Consulting LLC, of income tax returns and other filings, (ii) proof of payment of taxes



by Consultant, and (iii) documentary evidence of employment between Consultant and individuals providing Services.

Consultant shall indemnify and hold ISY Consulting LLC, harmless from and against (i) all Taxes, additions total, penalties and interest there on assessed by any federal, state or local government authority against ISY Consulting LLC and (ii) all liabilities, costs and expenses including reasonable attorney's fees incurred in the defense of any such assessment.

This article 13 shall survive this Agreement and remain in effect until the statute of limitations including extensions thereof for all claims by federal, state or local government authorities against ISY Consulting LLC for Taxes expire.

If the Consultant is granted use of ISY Consulting LLC computer facilities or ISY Consulting LLC customer computer's or work material(or facilities) Consultant agrees not to utilize the Facilities except as required to perform services agreed to hereunder or for any purpose other than for the authorized operation of existing software, or developing and testing any new software while performing the Services described herein. In no event shall Consultant utilize the facilities to develop programs or process data any reason or entity other than ISY Consulting LLC.

[Non-Discrimination Policy](#)

All members of the organization must comply with all applicable federal, state, and local laws, regulations and executive orders relating to equal opportunity for all



persons without regards to race, color, religion, sex, or national origin or any other legally protected category; affirmative action programs; employment of the disabled; or employment of veterans and Vietnam veterans.

Non Subordination Policy

ISY Consulting LLC, is required to comply with provisions against bribery and Consultant agrees that in performance of its obligations under his/her Agreement, it will not make or offer to make any payments to, or confer, or offer to confer any benefit upon any employee, agent or fiduciary of any third party, with the intent to influence the conduct of such employee, agent or fiduciary of any agent or fiduciary in relation to the business of such third party, in connection with this Agreement.

Work Policy

All members of the organization agree to observe the working hours work rules/security measures and holiday schedule of ISY Consulting LLC when required to work on ISY Consulting LLC premises, remote work or ISY Consulting LLC customer premises; provided however, that adherence to such working hours and schedules shall not constitute justification for non-accomplishment of agreed upon schedules and deadlines.

All members of the organization agree to employ his best efforts to meet ISY Consulting LLC assignment datelines and documentation standards, as applicable. It is expected to work from Monday to Friday, 8 hours (8am to 5pm AST), unless otherwise specified and agreed with ISY Management.



Unless otherwise expressed, all members of the organization shall meet with ISY Consulting LLC personnel to discuss and review the progress status of the current assignment, on a regular basis.

As of January 2023, the official holidays/non-working (non-billable for contractors) days are:

1. January 1st – New Year’s Day
2. January 6th – Three Kings Day
3. Good Friday
4. July 4th – Independence Day
5. July 25th - Commonwealth of Puerto Rico day
6. 1st Monday of September – Labor Day
7. Thanksgiving Day (4th Thursday of November)
8. December 25th – Christmas
9. floating day
10. floating day

This list of non-working days is subject to change without prior notice.

Non Compete Policy

In consideration of the Consultant being contracted by ISY Consulting LLC, all members of the organization agrees that upon termination of the Agreement and not withstanding the cause of termination, the Consultant shall not compete with ISY Consulting LLC for the business engagements covered by the Agreement.



The non compete clause shall remain in full force and effect for one year commencing with the date of Agreement termination or date of termination(the latest).

Electronic Communication (email) Policy

As a member of the organization, you may have been provided with an email account from ISY Consulting Services, LLC (isypr.com) or by the Customer's domain.

The purpose of this policy is to outline the acceptable use of computer and telecommunication. Inappropriate use exposes the organization to risks including virus attacks, compromise of network systems and services, and legal issues.

Forwarding email to another email address should not be encouraged and is at the member's risk.

It is not acceptable to engage in any activity that is illegal under local, state, federal or international law while using the provided resources (network access, email accounts, laptops, servers, personal computers, etc).

Some examples or unauthorized and non acceptable activities are:

1. Violations of the rights, intellectual property, patent rights, etc.
2. Unauthorized copying and/or distribution of material (digitalized or not)



3. Accessing organization or client's data, server account, hardware or software for any purposes other than the execution of pre-defined work activities. Even if you have authorized access, is prohibited.
4. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. All these activities require written authorization from the Client.
5. Introduction of malicious programs
6. Revealing or sharing your account password
7. Procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
8. Executing any form of unsolicited network monitoring which will intercept data not intended for the Institutional member's host, unless this activity is part of the Institutional member's normal job/duty.
9. Circumventing user authentication or security of any host, network or account.
10. Share Client's data of information outside the organization without written consent.
11. Use (send/forward/resend) of junk mail or non-work related material to others
12. Any form of cyber bullying or harassment
13. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
14. Any form of harassment or violation of federal and State laws via email, telephone, file transfer, etc.
15. Unauthorized use, or forging, of email header information.



16. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.

17. Others activities involving digital communication, hardware or software that are unauthorized, unethical and harmful to the work environment, network, co-workers, infrastructure or equipment.

Social Media Policy

As we recognize the importance of social media in today's work environment and networking, it is encouraged to represent yourself and ISY Consulting Services, LLC in a responsible, respectful manner. Social media may be used as a tool to promote the members of the organization and ISY Consulting Services values, success stories, and brand awareness with the purpose of increasing customer loyalty.

As a member of the organization, is strictly prohibited to post confidential information, client information, trade information or any other digital content (harmful or not) without written authorization from affected parties.

AI Acceptable Use Policy

This Acceptable Use Policy outlines the rules and guidelines for the use of Artificial Intelligence tools (such as ChatGPT) by employees or Contractors of ISY Consulting Services, LLC. The purpose of this policy is to ensure the security of our company's information and data, as well as to maintain a professional and respectful environment for all users.

If used for work-related activities (research, analysis, coding, etc.), all members of the organization must ensure not to violate any of the policies and procedures



included in this code of business conduct and ethic document. This includes, but is not limited to:

- a. The disclosure of any confidential information
- b. Illegal use of intellectual property
- c. Disclosure of critical information
- d. Maintaining security of login credentials
- e. Immediate report to a supervisor of any suspicious activity,
- f. Must not be used for any activity that may violate company's policies.
- g. Must not be used for illegal or unethical activities.

It is expected that all members of the organization conduct themselves in a professional and respectful manner while using any Artificial Intelligence tool, however they must comply with all applicable laws, regulations, and company policies while using it.

Failure to comply may result in disciplinary action, up to and including termination.