

## **FLEXSHOPPER, INC.**

### **CODE OF BUSINESS CONDUCT AND ETHICS**

This Code of Business Conduct and Ethics applies to, and each reference to FlexShopper or its employees includes, FlexShopper LLC, all the subsidiaries, operating companies and other businesses wholly or majority owned or controlled by FlexShopper Inc. and all of their employees. The word “employees” and references to you and your used in this Code includes all employees, officers and directors.

#### **Business Conduct and Ethics**

FlexShopper and each of its employees, wherever they may be located, must conduct their affairs with uncompromising honesty and integrity. Business ethics are no different than personal ethics. The same high standard applies to both. As an employee of FlexShopper or a FlexShopper Inc. company you are required to adhere to the highest standard regardless of local custom.

Employees are expected to be honest and ethical in dealing with each other, with customers, merchants, business partners and all other third parties. Doing the right thing means doing it right every time.

Misconduct cannot be excused because it was directed or requested by another. In this regard, you are expected to alert management whenever an illegal, dishonest or unethical act is reasonably suspected. You will never be penalized for reporting your reasonable suspicions.

The following statements concern frequently raised business conduct and ethical concerns. A violation of the standards contained in this Code of Business Conduct and Ethics will result in corrective action, including possible dismissal.

#### **Compliance with Laws**

*General.* It is FlexShopper’s policy to comply with all laws, rules and regulations that are applicable to its business, both in the United States and in other countries. This includes laws against commercial bribery and theft (see “Gifts, Bribes and Kickbacks” below) and laws against payments to foreign government officials, and export and import laws and regulations (See “International Operations” below). Some actions are not permissible under this Code of Business Conduct and Ethics even though they may not be a violation of law.

*Employment Matters.* It is FlexShopper’s policy to comply with applicable employment laws, including those governing working conditions, wages, hours, benefits, and minimum age for employment. While employees and applicants for employment must be qualified and meet the job requirements established by FlexShopper, each person must be accorded equal opportunity to the full extent provided by law and without regard to race, color, religion, national origin, gender, sexual orientation, marital status, age or other characteristic or classification protected by law. Each employee must respect the rights of fellow employees and third parties. Your actions must be free from libel, slander, harassment or any form of unlawful of discrimination

*Fair Competition and Antitrust Laws.* FlexShopper must comply with all applicable fair competition and antitrust laws. These laws attempt to ensure that businesses compete fairly and honestly and prohibit conduct seeking to reduce or restrain competition. If you are

uncertain whether a contemplated action raises unfair competition or antitrust issues, our Legal Counsel can assist you.

### **Conflicts of Interest**

You must avoid any personal activity, investment or association which could appear to interfere with good judgment concerning FlexShopper's best interests. You may not exploit your position or relationship with FlexShopper for personal gain. You should avoid even the appearance of such a conflict. For example, there is a likely conflict of interest if you:

- Use nonpublic FlexShopper, customer or supplier information for personal gain by you, relatives or friends (including securities transactions (i.e. stock transactions based on such information);
- Have a financial interest in any of FlexShopper's suppliers, customers or competitors.
- Receive a loan, or guarantee of obligations, from FlexShopper or a third party as a result of your position at FlexShopper.
- Compete, or prepare to compete, with FlexShopper while still employed by FlexShopper; or
- Perform work (with or without compensation) for a competitor, governmental or regulatory entity, customer or supplier of FlexShopper, or do any work for a third party that may adversely affect your performance or judgment on the job or diminish your ability to devote the necessary time and attention to your duties.

There are other situations in which a conflict of interest may arise. If you have concerns about any situation, follow the steps outlined in the Section on "Reporting of Violations and Wrongdoing; Non-Retaliation" below.

### **Business Opportunities**

You are responsible for advancing FlexShopper's business interests where the opportunity to do so arises. In addition to avoiding conflicts of interest, you must not take for yourself or divert to others any business opportunity or idea discovered in the course of employment in which FlexShopper might have an interest.

### **Gifts, Bribes and Kickbacks**

Other than for modest gifts given or received in the normal course of business (including travel or entertainment) which could not be considered as business inducements neither you nor your relatives may give gifts to, or receive gifts from, FlexShopper's customer and suppliers. Gifts should not be accepted from a supplier or potential supplier during, or in connection with, contract negotiations. Accepting cash or cash equivalents, including checks money orders, vouchers, gift certificates, loans, stock or stock options, is not acceptable in any circumstances. Other gifts may be given or accepted only with prior approval of your senior management. In no event should you put FlexShopper or yourself in a position that would be embarrassing if the gift were made public.

Dealing with government employees is often different than dealing with private persons. Many governmental bodies strictly prohibit the receipt of any gratuities by their employees, including meals and entertainment. You must be aware of and strictly follow these prohibitions.

Any employee who pays or receives bribes or kickbacks will be immediately terminated and reported, as warranted, to the appropriate authorities. A kickback or bribe includes any item intended to improperly obtain favorable treatment.

## **International Operations**

FlexShopper conducts its affairs consistent with the applicable laws and regulations of the countries where it does business. Business practices, customs and laws differ from country to country. When conflicts arise between FlexShopper's ethical practices and the practices, customs and laws of a country, FlexShopper seeks to resolve them consistent with its ethical beliefs. If the conflict cannot be resolved consistent with its ethical beliefs, FlexShopper will not proceed with the proposed action giving rise to the conflict. These ethical standards reflect who we are and are the standards by which we choose to be judged.

To the extent applicable, FlexShopper also conducts its overseas business in accordance with applicable U.S. laws, including the Foreign Corrupt Practices Act ("FCPA") which applies to business transactions both inside the U.S. and in other countries. FCPA requirements relate to accurate and complete financial books and records, transactions with foreign government officials and prohibitions from directly or indirectly offering to pay, or authorizing payment to, foreign government officials for the purpose of influencing the acts or decisions of foreign officials. Violation of the FCPA can bring severe penalties and it is mandatory that all employees living or working in a non-U.S. country become familiar with the FCPA and its requirements.

In addition, FlexShopper fully complies with all applicable U.S. laws governing imports, exports and the conduct of business with non-U.S. entities. These laws contain limitations on the types of products that may be imported into the United States and the manner of importation. They also place limitations or licensing requirements on the export of some products to certain countries and prohibit exports to, and most other transactions with, certain other countries as well as cooperation with or participation in foreign boycotts of countries that are not boycotted by the United States. If you would like detailed guidance on these laws and the countries to which they pertain, our Legal Counsel can assist you.

## **Books and Records**

You must complete all FlexShopper documents accurately, truthfully, and in a timely manner, including all travel and expense reports. When applicable, documents must be properly authorized. You must record FlexShopper's financial activities in compliance with all applicable laws and accounting practices. The making of false or misleading entries, records or documentation is strictly prohibited. You must never create a false or misleading report or make a payment or establish an account on behalf of FlexShopper with the understanding that any part of the payment or account is to be used for a purpose other than as described by the supporting documents.

## **Financial Integrity**

Investors, creditors and others have legitimate interests in FlexShopper's financial and accounting information. The integrity of FlexShopper's financial reporting and accounting records is based on the validity, accuracy and completeness of the basic information supporting the entries to FlexShopper's books and records. All financial books, records and accounts must accurately reflect transactions and events and conform to generally accepted accounting principles and to FlexShopper's system of internal controls. It is the responsibility of each employee to uphold these standards.

Employees are expected to cooperate fully with FlexShopper's internal audit function and its external auditors. Information must not be falsified or concealed under any circumstances.

Examples of unethical financial or accounting practices include:

- Making false entries that intentionally hide or disguise the true nature of any transaction.
- Improperly accelerating or deferring the recording of expenses or revenues to achieve financial results or goals.
- Maintaining any undisclosed or unrecorded funds or assets.
- Establishing or maintaining improper, misleading, incomplete or fraudulent account documentation or financial reporting.
- Making any payment for purposes other than those described in documents supporting the payment; and
- Signing any documents believed to be inaccurate or untruthful.

### **Protection and Proper Use of FlexShopper Property**

Every employee must safeguard FlexShopper property from loss or theft and may not take such property for personal use. FlexShopper property includes confidential information, software, computers, office equipment, and supplies. You must appropriately secure all

FlexShopper property within your control to prevent its unauthorized use.

FlexShopper's email, internet and intranet systems are to be used primarily for FlexShopper business. In no event may the systems be used for sending or receiving discriminatory or harassing messages, chain letters, material which is obscene or in bad taste, for commercial solicitations or in any way that would otherwise violate this Code.

FlexShopper and third-party software may not be copied, distributed or disclosed without specific authorization. All third-party software must be properly licensed. The license agreements for such third-party software may place restrictions on the disclosure, use and copying of software, and such restrictions must be honored.

### **Confidentiality and Proper Use of FlexShopper, Customer or Supplier Information**

You may not use or reveal to others FlexShopper, customer or supplier confidential or proprietary information, except as authorized by your senior management or as legally required. This includes business methods, pricing and marketing data, strategy, computer code,

screens, forms, experimental research, and information about FlexShopper's current, former and prospective customers and employees.

### **Gathering Competitive Information**

You may not accept, use or disclose improperly obtained confidential information of our competitors. When obtaining competitive information, you must not violate our competitors' rights.

Particular care must be taken when dealing with competitors' customers, ex-customers and ex-employees. Never ask for or receive confidential or proprietary competitive information. Never ask a person to violate a non-compete or non-disclosure agreement. If you are uncertain, our legal counsel can assist you.

### **Record Retention**

In the course of its business, FlexShopper produces and receives large numbers of records. Numerous laws require the retention of certain FlexShopper records for designated periods of time. FlexShopper is committed to compliance with all applicable laws and regulations relating to the preservation of records. FlexShopper's policy is to identify, maintain, safeguard and destroy or retain all records in its possession on a systematic and regular basis in accordance with its then current Data Retention Policy. Under no circumstances are FlexShopper records to be destroyed selectively or to be maintained outside its premises or designated storage facilities.

If you learn of a subpoena or a pending or contemplated litigation or government investigation, you must immediately contact FlexShopper's Legal Counsel. You must retain and preserve all records that may be responsive to the subpoena or relevant to the litigation or that may pertain to the investigation until you are advised by FlexShopper's Legal Counsel as to how to proceed. You must also affirmatively preserve from destruction all relevant records that without intervention would automatically be destroyed or erased (such as e-mails and voicemail messages). Destruction of such records, even if inadvertent, could seriously prejudice FlexShopper. If you have any questions regarding whether a particular record pertains to a pending, imminent or contemplated investigation or litigation or may be responsive to a subpoena or regarding how to preserve particular types of records, you should preserve the records in question and ask the Chief Financial Officer or FlexShopper's Legal Counsel for advice.

### **Fair Dealing**

FlexShopper depends on its reputation for quality, service and integrity. The way FlexShopper deals with its customers, competitors and suppliers molds its reputation, builds long term trust and ultimately determines its success. You should endeavor to deal fairly with customers, suppliers, competitors and employees. No FlexShopper employee should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair dealing practice.

### **Securities Trading**

You are prohibited by FlexShopper policy and the law from buying or selling publicly traded FlexShopper securities at a time when in possession of “material nonpublic information.” This conduct is known as “insider trading.” Passing such information on to someone who may buy or sell securities, known as “tipping,” is also illegal. The prohibition applies to publicly traded FlexShopper securities and to publicly traded securities of other companies if you learn material nonpublic information about other companies, such as FlexShopper’s customers or suppliers, in the course of your duties for FlexShopper.

Information is “material” if (a) there is a substantial likelihood that a reasonable investor would find the information “important” in determining whether to trade in a security; or (b) the information, if made public, likely would affect the market price of a company’s securities. Examples of types of material information include unannounced dividends, earnings, financial results, new or lost contracts or products, sales results, important personnel changes, business plans, possible mergers, acquisitions, divestitures or joint ventures, important litigation developments, and important regulatory, judicial or legislative actions. Information may be material even if it relates to future, speculative or contingent events and even if it is significant only when considered in combination with publicly available information.

Information is considered to be nonpublic unless it has been adequately disclosed to the public, which means that the information must be publicly disclosed, and adequate time must have passed for the securities markets to digest the information. Examples of adequate disclosure include public filings with securities regulatory authorities and the issuance of press releases and may also include meetings with members of the press and the public. A delay of one or two business days is generally considered a sufficient period for routine information to be absorbed by the market. Nevertheless, a longer period of delay might be considered appropriate in more complex disclosures.

Do not disclose material nonpublic information to anyone, including co-workers, unless the person receiving the information has a legitimate need to know the information for purposes of carrying out FlexShopper’s business. If you leave FlexShopper, you must maintain the confidentiality of such information until it has been adequately disclosed to the public by FlexShopper. If there is any question as to whether information regarding FlexShopper or another company with which we have dealings is material or has been adequately disclosed to the public, contact the Chief Financial Officer.

### **Political Contributions**

No FlexShopper assets may be used for political contributions except in compliance with all applicable laws and with the consent of the Chief Executive Officer or Board of Directors. You may, however, engage in political activity with your own resources on your own time.

### **Employee Privacy**

FlexShopper respects the privacy and dignity of all individuals. FlexShopper collects and maintains personal information that relates to your employment, including medical and benefits information. Special care is taken to limit access to personal information to FlexShopper personnel with a need to know such information for a legitimate purpose. Employees who are responsible for maintaining personal information and those who are

provided access to such information must not disclose private information in violation of applicable law or in violation of FlexShopper's policies.

Employees should not search for or retrieve items from another employee's workspace without prior approval of that employee or management. Similarly, you should not use communication or information systems to obtain access to information directed to or created by others without the prior approval of management, unless such access is part of, and for the purposes of fulfilling, your job function and responsibilities at FlexShopper.

Personal items, messages, or information that you consider to be private should not be placed or kept in telephone systems, computer or electronic mail systems, office systems, offices, workspaces, desks, credenzas, or file cabinets. FlexShopper reserves all rights, to the fullest extent permitted by law, to inspect such systems and areas and to retrieve information or property from them when deemed appropriate in the judgment of management.

### **Equal Employment Opportunity and Nondiscrimination**

FlexShopper is an equal opportunity employer in hiring and promoting practices, benefits and wages. FlexShopper does not tolerate discrimination against any person on the basis of race, religion, color, gender, age, national origin, sexual orientation or disability (where the applicant or employee is qualified to perform the essential functions of the job with or without reasonable accommodation), or any other protected status or any other basis prohibited by law in recruiting, hiring, placement, promotion, or any other condition of employment.

You must treat all FlexShopper people, customers, vendors and business partners and others with respect and dignity.

### **Sexual and Other Forms of Harassment**

FlexShopper policy strictly prohibits any form of harassment in the workplace, including sexual harassment. FlexShopper will take prompt and appropriate action to prevent and, where necessary, discipline behavior that violates this policy.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; submission to or rejection of such conduct is used as a basis for employment decisions;
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, offensive or hostile work environment.

Forms of sexual harassment include, but are not limited to, the following:

- Verbal harassment, such as unwelcome comments, jokes, or slurs of a sexual nature.
- Physical harassment, such as unnecessary or offensive touching, or impeding or blocking movement.

- Visual harassment, such as derogatory or offensive posters, cards, cartoons, graffiti, drawings or gestures.

### **Other Forms of Harassment**

Harassment on the basis of other characteristics is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that degrades or shows hostility or hatred toward an individual because of his or her race, color, national origin, religion, age, mental or physical handicap or disability or any other characteristic protected by law, which:

- Has the purpose or effect of creating an intimidating, hostile, or offensive work environment.
- Has the purpose or effect of unreasonably interfering with an individual's work performance.
- Otherwise adversely affects an individual's employment.

Harassing conduct includes, but is not limited to, the following: epithets; slurs; negative stereotyping; threatening, intimidating or hostile acts; and written or graphic material that ridicules or shows hostility or aversion to an individual or group and that is posted on FlexShopper premises or circulated in the workplace.

### **Reporting Responsibilities and Procedures**

If you believe that you have been subjected to harassment of any kind, you should promptly report the incident to your supervisor, the offender's supervisor, our Legal Counsel, or the Chief Executive Officer. If you feel comfortable doing so, you may also wish to confront the offender and state that the conduct is unacceptable and must stop. Complaints of harassment, abuse or discrimination will be investigated promptly and thoroughly and will be kept confidential to the extent possible. FlexShopper will not in any way retaliate against any employee for making a good faith complaint or report of harassment or participating in the investigation of such a complaint or report.

FlexShopper encourages the prompt reporting of all incidents of harassment, regardless of who the offender may be, or the offender's relationship to FlexShopper. This procedure should also be followed if you believe that a non-employee with whom you are required or expected to work has engaged in prohibited conduct. Supervisors must promptly report all complaints of harassment to the Chief Executive Officer, or our Legal Counsel.

Any employee who is found to be responsible for harassment, or for retaliating against any individual for reporting a claim of harassment or cooperating in an investigation, will be subject to disciplinary action, up to and including discharge.

### **Compliance Hotline**

In order to facilitate the internal reporting of violations, FlexShopper has created a "Hotline" number, available on the Company intranet and posted in conspicuous areas of the office. This Hotline number contacts a third party, who documents the incident and then reports directly to an independent Director.



## **Workplace Safety**

FlexShopper is committed to providing safe and healthy work environments and to being an environmentally responsible corporate citizen. It is our policy to comply with all applicable environmental, safety and health laws and regulations. It is the responsibility of each employee to comply with all company policies concerning violence, harassment and similar matters in the workplace and substance abuse.

## **Media Relations and Speaking Publicly**

Since FlexShopper's reputation is one of its most important assets and because of the need to provide honest and consistent responses to the media, all inquiries and contacts from the media should be directed to the Chief Executive Officer. Employees should refer members of the media to the Chief Executive Officer and should make no comments on behalf of FlexShopper, whether officially or "off the record." All press releases concerning FlexShopper are to be issued only with the approval of the Chief Executive Officer or Legal Counsel, in his absence, the Chief Financial Officer.

You may not publish or post any material in written or electronic format (including articles, social media postings, blogs, videos or other media), give interviews or make public appearances that disclose confidential FlexShopper business-related information, such as information concerning FlexShopper's customers, technologies, products or services without prior approval from your supervisor. Employees communicating in any public venue or forum without approval must not give the appearance of speaking or acting on FlexShopper's behalf.

## **Waivers**

FlexShopper expects everyone to comply with the provisions of this Code. Any waiver of this Code may be made only by the Chief Executive Officer and/or Board of Directors or a Board committee. When necessary, a waiver will be accompanied by appropriate controls designed to protect FlexShopper.

## **Reporting of Violations and Wrongdoing; Non-Retaliation**

Among your most important responsibilities at FlexShopper are the obligations to (1) comply with this Code and all applicable laws, and (2) report any situation or conduct you believe may constitute a possible violation of this Code or applicable laws.

If you should learn of a potential or suspected violation of this Code, you have an obligation to report the relevant information to one of the persons listed below. You may address questions about ethics issues and raise any concerns about a possible violation of this Code or applicable laws to:

1. A supervisor, Director of Human Resources or department head;
2. The Chief Executive Officer; and/or
3. FlexShopper's Legal Counsel.

Contact Information for FlexShopper's Legal Counsel: Louie Liang, [561-922-3651](tel:561-922-3651) Email: [Louie.Liang@flexshopper.com](mailto:Louie.Liang@flexshopper.com)

Frequently, a supervisor or department head will be in the best position to resolve the issue quickly. However, you may also raise any question or concern with any of the other persons listed above. You may do so orally or in writing and, if preferred, anonymously.

FlexShopper does not tolerate any retaliation against anyone who in good faith reports violations of law, this Code or other FlexShopper policies or who asks questions about on-going or proposed conduct. Directors, officers or employees who attempt to retaliate will be disciplined. At the same time, it is unacceptable to file a report knowing it to be false.

## **Conclusion**

Each of FlexShopper's directors, officers and employees is the guardian of FlexShopper's ethics and reputation. All parties are encouraged to talk to supervisors, managers or other appropriate personnel when in doubt about the best and ethical course of action in a particular situation. While there are no universal rules, when in doubt ask yourself the following questions:

- Will my actions be ethical in every respect and fully comply with the law and with FlexShopper's policies?
- Will my actions have the appearance of impropriety?

If you are uncomfortable with your answer to any of the above, you should not take the contemplated actions without first discussing them with appropriate management.

## **No Rights Created**

This Code is a statement of the fundamental principles and key policies and procedures that govern the conduct of FlexShopper's business. It is not intended to and does not create any obligations to or rights in any employee, client, supplier, competitor, stockholder or any other person or entity.

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