

BCG

SUPPLIER

CODE OF
CONDUCT

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Introduction to the Supplier Code of Conduct

As we continually strive to deliver high performance for our clients, Boston Consulting Group (BCG) is committed to upholding the highest ethical and professional standards consistent with our core values and our Code of Conduct.

The BCG Supplier Code of Conduct aligns with our core values and applies to all Suppliers that produce goods for or provide services to BCG or any of its subsidiaries, divisions, affiliates, or agents. While BCG recognizes that there are different legal and cultural environments in which Suppliers operate throughout the world, this Supplier Code of Conduct sets forth the minimum requirements that Suppliers must meet in order to do business with BCG.



Compliance with the Supplier Code of Conduct

BCG Suppliers and their employees, agents, and subcontractors (collectively referred to as “Suppliers”) must adhere to this Supplier Code of Conduct while conducting business with or on behalf of BCG. Suppliers must promptly inform a dedicated member of the BCG Supplier Risk Management team when a situation develops that causes the Supplier to operate in violation of this Supplier Code of Conduct (refer to the last section for contact information) or as specified within the contractual agreement with BCG.

BCG Suppliers are expected to self-monitor and demonstrate their compliance with this Supplier Code of Conduct. BCG may require the immediate removal of any Supplier, its representative(s), or personnel who behave in a manner that is unlawful or inconsistent with this Supplier Code of Conduct, or any applicable BCG policies. Compliance with this Supplier Code of Conduct is required in addition to any other obligations in any agreement a Supplier has with BCG.

Business Practices and Ethics

All Suppliers shall conduct their business activities and operations with integrity and in full compliance with the applicable laws and regulations while conducting business with and/or on behalf of BCG.

Employee Training

Suppliers shall ensure that employees take BCG-provided training, when required, to enable compliance with this Supplier Code of Conduct (for example, when they interact with BCG clients or have access to data or facilities managed by BCG or BCG clients).

Goodwill

Supplier shall not at any time speak or act in any manner that is intended to, or does in fact, damage BCG's goodwill or business, or the business or personal reputations of any of its partners, officers, agents, employees, clients, or Suppliers. Supplier further agrees that it shall not engage in any other deprecating conduct or communications with respect to BCG, including making statements or posts on social media.

Business Information

Suppliers shall honestly and accurately record and report all business information and comply with the applicable laws regarding their completion and accuracy. Suppliers shall create, retain, and dispose of business records in full compliance with all applicable legal and regulatory requirements, and shall be honest, direct, and truthful in discussions with regulatory agency representatives and government officials.

Anti-Bribery and Corruption

BCG is committed to conducting its business free from extortion, bribery and all unlawful, unethical or fraudulent activity. Suppliers shall comply with all applicable laws and regulations, including those with extra-jurisdictional application such as the U.S. Foreign Corrupt Practices Act and UK Bribery Act of 2010.

In connection with doing business with BCG, Suppliers shall not offer, promise, authorize, give, demand or accept any loan, fee, reward or other advantage to or receive such advantage from any person as an inducement; to do something which is dishonest, illegal, or a breach of trust; to obtain, retain, or direct business; or to secure any other improper advantage.

Suppliers shall implement an anti-bribery and corruption policy with measures to ensure that their employees, agents, and subcontractors comply with applicable anticorruption laws and/or standards.

No Publicity

Supplier shall not make public that BCG is Supplier's client without first obtaining BCG's written approval.

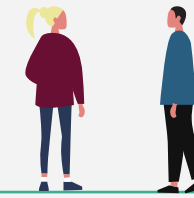
Gifts & Hospitality

Suppliers should avoid giving gifts to BCG employees. Even a well-intentioned gift might constitute a bribe under certain circumstances, or create conflicts of interest.

Suppliers shall not offer anything of value to obtain or retain a benefit or advantage for the giver, and shall not offer anything that might appear to influence, compromise judgment, or obligate the BCG employee. If offering a gift, meal, or entertainment to BCG's employees, Suppliers must always use good judgment, discretion, and moderation.

Any gift from a Supplier must be permissible under the policy of the BCG employee's business unit and country, as individual BCG business and regional policies may prohibit gifts entirely or set maximum gift value limits at varying amounts. Any gifts, meals, or entertainment must comply with applicable law, and be consistent with local custom and practice.

Suppliers must comply with all federal, country, state, provincial, and municipal laws including all anti-trust and fair trade policies.



Labor Practices and Human Rights

BCG expects its Suppliers to share its commitment to human rights and equal opportunity in the workplace. Suppliers shall conduct their employment practices in full compliance with all applicable laws and regulations.

Safe Working Environment

Suppliers are expected to integrate sound health and safety management practices into all aspects of business:

Suppliers shall provide a safe and healthy work environment and fully comply with all safety and health laws, regulations, and practices including those applicable to the areas of occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food, and housing. Suppliers shall take adequate steps to minimize the causes of hazards inherent in the working environment.



Voluntary Labor

Suppliers shall comply with all applicable laws and regulations, including but not limited to, the UK Modern Slavery Act of 2015. Additionally, Suppliers are prohibited from using forced labor whether in the form of indentured labor, bonded labor, or prison labor. Also prohibited is support of any form of human trafficking of involuntary labor through threat, force, fraudulent claims, or other coercion. Supplier employees must be free to terminate their employment with reasonable notice.

Non-discrimination

It is BCG's commitment that diverse business enterprises shall have equal opportunity to provide all goods and services and to become preferred suppliers for the organization. BCG is committed to the development and growth of diverse business enterprises in order to build a better working world and to expand networks to build trusted and enriched relationships.

BCG expects suppliers to have equivalent policies to promote diversity in their supply chain, purchase from diverse businesses, and make a reasonable effort to utilize diverse suppliers.

Suppliers shall cooperate with BCG's commitment to a workforce and workplace free of harassment and unlawful discrimination. Suppliers must not engage in discrimination in hiring, compensation, access to training, promotion, termination, and/or retirement based on race, color, sex, national origin, religion, age, disability, gender identity or expression, marital status, pregnancy, sexual orientation, political affiliation, union membership, or veteran status.

Wages, Benefits, and Working Hours

Suppliers shall comply with all applicable wage, benefit, and hour laws and regulations, and shall not require employees or contractors to work more than the maximum work week hours established by local law, including overtime, except in extraordinary business circumstances and with the consent of the individual. Suppliers shall pay employees at least the minimum wage required by applicable laws and regulations and provided the required benefits. Suppliers shall compensate employees for overtime hours at the rate required by applicable laws and regulations.

Harassment

Suppliers shall not condone any form of harassment. This behavior can take many forms including verbal remarks, physical advances, bullying, and visual displays. Although the legal definition of harassment may vary depending on location and cultural norms, Suppliers shall follow BCG's standards that are applied globally.

Minimum Working Age and Child Labor

Suppliers shall comply with all local and national minimum working age laws and regulations and not use child labor.

Environmental Regulations and Protection

BCG believes environmental stewardship is essential to the sustainability of our business and to the health of the communities where we live and work. Hence, BCG expects that its Suppliers shall comply with all applicable environmental laws, regulations, and standards.

Protection of Assets, Intellectual Property, and Data

Protection of intellectual property rights is vital for any company. BCG depends on intellectual property such as information, processes, and technology. Hence, all Suppliers shall:

- ✓ **Protect** and responsibly use BCG's physical and intellectual assets, including intellectual property, tangible property, supplies, and equipment with confidentiality, and integrity, when authorized by BCG to use such assets.
- ✓ **Comply** with BCG requirements for safeguarding data as outlined in the contractual agreement with BCG as a condition of providing BCG with goods or services or receiving access to the BCG's internal corporate network, systems, and buildings.
- ✓ **Comply** with the intellectual property ownership rights of BCG and others including but not limited to copyrights, patents, trademarks, and trade secrets, and manage the transfer of technology and know-how in a manner that protects intellectual property rights.
- ✓ **Ensure** compliance with applicable legal requirements providing for the protection, transfer, access and storage of personal information. This includes General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).
- ✓ **Secure** BCG data against unauthorized access and use, and not re-use BCG personal data for their own business purposes without prior permission. Recognize that any use, sharing, or retention of personal data must be supported by, or based on, consent or a legitimate, compelling business purpose.



Reporting Questionable Behavior and Violations of Supplier Code of Conduct

If Suppliers wish to report questionable behavior or a possible violation of this Supplier Code of Conduct, BCG requests that they contact BCG's dedicated Supplier Risk Management team in resolving their concern via the following e-mail: SupplierRiskManagement@BCG.com.

BCG will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of this Supplier Code of Conduct.

Failure to comply with these standards or with applicable laws and regulations may result in termination as a BCG Supplier and referral of the matter to local authorities.

In the event of any conflict or ambiguity between any provision of this Supplier Code of Conduct and the provisions of any relevant contract with the Supplier, the provisions of the contract will apply.