



Supplier Code of Conduct

February 2025



OC&C
Strategy consultants



About this Code

Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers in the countries where we do business are of paramount importance to OC&C.

OC&C looks to partner with businesses and supply chain partners that align with our values and support our B Corp ambitions.

These core principles are reflected in this Supplier Code of Conduct (**Code**), which establishes the minimum standards and behaviours that must be met by any entity that supplies products or services to OC&C.

This Code will be updated from time to time to keep it relevant based on feedback from internal and external stakeholders.

Definitions

In this Code:

- **Supplier** means a company, partnership or individual that provides goods or services to OC&C.
- **Worker** means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.
- **Representative** means the Supplier's suppliers, vendors, agents, and subcontractors who form part of OC&C's supply chain.

Who must comply with this Code?

The Supplier shall comply with the Code and shall ensure that its Workers are aware of this Code and comply with it.

Supplier's commitment

The Supplier agrees that:

- it will comply with the requirements in this Code;
- it will comply with all applicable laws and regulations in the jurisdictions where it or its Representatives operate; and
- it has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.

1. Workforce issues

- 1.1 Slavery, human trafficking and child labour.** The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.
- 1.2 Human rights.** The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force in any part of its supply chain.
- 1.3 Equal opportunities.** OC&C is an equal opportunities employer and seeks to work with like-minded suppliers. Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than a Worker's ability to perform the job subject to any accommodations required or permitted by law.
- 1.4 Freedom of association and collective bargaining.** The Supplier shall respect, and shall not interfere with, the right of Workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining, as required by applicable law.
- 1.5 Working environment.** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with relevant health and safety laws where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide Workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.
- 1.6 Wages and remuneration.** The Supplier must compensate all Workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:
- (i) any minimum wage and benefits established by applicable law;
 - (ii) collective agreements;
 - (iii) industry standards; and
 - (iv) an amount sufficient to cover basic living requirements.
- 1.7 Treatment of OC&C staff.** The Supplier shall treat all OC&C staff with dignity and respect, engaging in a clear, transparent and professional manner at all times. The Supplier is expected to uphold a zero-tolerance policy towards any form of inappropriate behaviour

from Workers including bullying, verbal or physical abuse, discrimination or harassment of any form. Such behaviours are strictly prohibited by OC&C and will be addressed with immediate and appropriate action to ensure a safe working environment.

2. Data protection and information security

- 2.1** The Supplier shall comply with all privacy and data protection laws and requirements when processing any personal data on OC&C's behalf.
- 2.2** The Supplier shall endeavour to complete any onboarding material provided to them, including any cyber security questionnaire.
- 2.3** The Supplier shall have in place appropriate measures to:
- (i) protect the integrity and confidentiality of information, including information belonging to or supplied by OC&C or held on its systems (which include physical and online or electronic systems); and
 - (ii) ensure that there is no unauthorised access of the information by third parties, including its Representatives.
- 2.4** The Supplier must promptly notify OC&C of any incidents, including those involving Representatives and sub-processors, that could lead to a data breach or affect the security, confidentiality, or availability of OC&C's data. This includes:
- (i) unauthorised access, disclosure, loss, or theft of data;
 - (ii) operational issues affecting data processing;
 - (iii) violations of this Code or applicable law;
 - (iv) requests for OC&C's data from authorities (unless prohibited by law).
- 2.5** Notifications must be sent by email to the relevant contact in the agreement and to data.protection@occstrategy.com.

3. Environmental responsibility

- 3.1** The Supplier shall ensure that:
- (i) its operations comply with all applicable environmental laws and international treaties, including those on climate change, waste disposal, emissions, discharges, and hazardous materials;
 - (ii) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
 - (iii) it will only use packaging materials that comply with all applicable environmental laws and treaties.

- 3.2** The Supplier shall have in place suitable systems for managing its environmental risks. As a minimum, the system should include and address the following:
- (i) an assessment of the environmental impact of its operations;
 - (ii) steps to continuously improve environmental performance, reduce pollution, emissions and waste;
 - (iii) measures to reduce the use of all raw materials, energy and supplies; and
 - (iv) raising awareness and training Workers in environmental matters.
- 3.3** The Supplier will support OC&C's environmental goals, including OC&C's commitment to the Science-Based Targets initiative (SBTi).
- 3.4** If a Supplier has agreed to do so in a contract with OC&C, it must:
- (i) comply with all environmental data requests (including requests for carbon emissions data for Scopes 1, 2 and 3); and
 - (ii) submit a letter to SBTi establishing the Supplier's commitment to set a science-based target aligned with reduction pathways to limit global warming to 1.5°C or less. The Supplier agrees to provide written confirmation of such commitment letter to OC&C and, upon request, provide OC&C with a copy of its SBTi plan.
- 3.5** Where a Supplier has an existing validated SBTi commitment, such targets shall be maintained and verified throughout the term of its relationship with OC&C.

4. Bribery and corruption

- 4.1** The Supplier shall comply with all applicable laws and regulations relating to the prevention of bribery and corruption. To that end, the Supplier shall not:
- (i) accept, offer, promise, pay, permit or authorise:
 - a. bribes, facilitation payments, kickbacks or illegal political contributions;
 - b. money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
 - c. any other unlawful or improper payments or benefits,
 - (ii) engage in any fraud, fraudulent trading or false accounting; or
 - (iii) evade or facilitate the evasion of tax by another person anywhere in the world.

5. Unfair business practices

- 5.1** The Supplier shall comply with all applicable competition laws including but not limited to those relating to teaming and information sharing with competitors, price fixing and rigging bids.

6. Procuring and managing Representatives

- 6.1** When assessing the Supplier's performance against the requirements set out in this paragraph, OC&C shall have due regard to the risk profile of the transaction, the Supplier's ability to comply with the requirements and the consequences where the Supplier fails to meet those requirements.
- 6.2** With regard to prospective Representatives, the Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of OC&C's upstream supply chain. The due diligence may include the following:
- (i) investigations into prospective Representatives' stance, public statements, compliance with applicable laws and other actions on human rights, treatment of workers, bribery, ethical behaviour and the environment;
 - (ii) risk assessments for countries from which materials, components or finished goods are sourced; and
 - (iii) the prospective Representative's ability to meet the requirements and principles that are covered in this Code.
- 6.3** In its dealings with Representatives, the Supplier shall:
- (i) ensure that agreements with Representatives include provisions equivalent to the requirements of this Code, having due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements; and
 - (ii) ensure that it has suitable measures to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements.

7. Training

- 7.1** The Supplier shall implement a suitable system of training for its Workers to ensure that they are aware of the principles covered by this Code. The training system shall be appropriate taking into account the Supplier's size and industry-specific risks relevant to its operations.
- 7.2** The Supplier shall keep a record of all training offered and completed by its Workers that is relevant to the principles covered by this Code and shall make a copy of such record available to OC&C on request.

8. Audit

- 8.1** OC&C may conduct audits and inspections to verify the Supplier's compliance with this Code. OC&C has no obligation to conduct such audits or inspections.

9. Self-monitoring and reporting breaches

- 9.1** The Supplier shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible to OC&C.
- 9.2** The Supplier shall not retaliate or take disciplinary action against any Worker that has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.