

Charles Kendall Group Supplier Code of Conduct

Introduction

Charles Kendall Group, including all subsidiaries (CKG), is committed to upholding the highest ethical and professional standards and practices. CKG's Supplier Code of Conduct (Code) sets out the ethical and professional standards and practices that apply to CKG Suppliers.

Code Definitions

Anti-Competitive Behaviour: Business practices that restrict free and fair competition, such as bid rigging, price fixing, cover pricing or market sharing.

Bribery: An inducement or reward offered, promised or provided in order to gain commercial, contractual, regulatory or personal advantage.

CKG Supplier: A Supplier that provides goods, services and/or otherwise acts on CKG's behalf, or with whom CKG enters into a contract with 'for and on behalf of' a third party. A CKG Supplier may also be referred to as a contractor, a subcontractor, a consultant, a vendor or a service provider. For the purposes of this Code, CKG Suppliers also encompasses affiliates, agents and partners when acting on the CKG Supplier's behalf.

Conflict of Interest: Arises when private interests interfere, or appear to interfere, with the best interests of CKG or its clients.

Corruption: The act of giving or obtaining an advantage through the abuse of entrusted power by means that are illegitimate, immoral and/or inconsistent with one's duty or the rights of others. Corruption does not necessarily imply immediate financial benefits for the individual(s) involved, but may cause financial or reputational damage to CKG or its clients.

Fraud: Dishonestly obtaining a benefit or causing a loss, or attempting to do the same, by deception or other means. Fraud does not necessarily imply immediate financial benefits for the individual(s) involved, but may cause financial or reputational damage to CKG or its clients.

Modern Slavery: The deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. It encompasses slavery, servitude, forced and compulsory labour, child slavery, early and forced marriage, and human trafficking (the arranging or facilitating of travel of a person with the intent to exploit them).

Money Laundering: Any act or attempted act to conceal or disguise the identity of illegally obtained proceeds so that they appear to have originated from legitimate sources.

Personnel: Individuals carrying out work on behalf of a CKG Supplier. For the purposes of this Code they include but are not limited to a CKG Supplier's employees (paid or unpaid), contractors, consultants, Board members and interns.

Public Sector: The part of an economy that is controlled by the state. For the purposes of this Code, it encompasses international governmental organisations such as the United Nations Development Programme, the World Bank and the European Bank for Reconstruction and Development, as well as national, state, provincial, and local governments, government departments and agencies.

Zero Tolerance Approach: The approach is applied without any exception and regardless of extenuating or mitigating factors, except for established legal defences.

Code Compliance

This document comprises part of the Contract between CKG and CKG Suppliers. CKG suppliers must adhere to this Code, as well as any applicable contractual obligations.

CKG Suppliers must also ensure full compliance with all applicable national and international laws, regulations and codes of practice of the countries in which they operate and, in the case of Public Sector-funded work, of the Public Sector entity from which funding is received. If there is no local legal requirement, or if a local legal requirement is not as comprehensive as the requirement included in this Code, CKG Suppliers must comply with this Code.

CKG Suppliers must develop their own policies and procedures which meet the requirements of this Code and to promote best practice and continuous improvement throughout their operations. Upon reasonable notice, CKG Suppliers must provide CKG with their own policies which demonstrate they comply with the requirements of this Code. CKG Suppliers are expected to ensure compliance with this Code by the individuals and organisations that comprise their supply chain.

Breaches of the obligations stipulated in this Code may be considered a material breach of contract and CKG Suppliers that do not adhere to the requirements of this Code may have their relationship with CKG terminated.

Fraud, Corruption and Bribery

CKG takes a Zero Tolerance Approach to Fraud, Corruption and Bribery and requires the same approach from CKG Suppliers.

CKG Suppliers must expressly prohibit and use their best endeavours to prevent their Personnel and, where feasible, the individuals and organisations that comprise their supply chain, from engaging in any form of Fraud, Bribery or Corruption.

CKG Suppliers must notify CKG immediately if a Fraud, Corruption or Bribery concern is identified in relation to work carried out for CKG by any of CKG Suppliers Personnel, or by any individuals and organisations that comprise their supply chain, and keep a record of this communication.

Gifts and Hospitality

CKG Suppliers must not give or receive gifts or hospitality if they are given or offered with the expectation or hope that a business advantage will be received, or to reward a business advantage already given, or if they are given or offered to a government official, agent or representative to facilitate or expedite a procedure or transaction. Accordingly, CKG Suppliers must keep a record of all gifts or hospitality received and/or given in a Register of Interests. A finite list of gifts or hospitality which do not need to be recorded is appended to this Code.

Upon reasonable notice, CKG Suppliers must grant CKG permission to inspect their Register of Interests upon request.

Money Laundering

CKG Suppliers must prevent their organisation from being used for Money Laundering. CKG Suppliers must ensure Money Laundering controls are in place, including but not limited to checking the source of all funds, and undertaking identity checks on the beneficial owners (those persons with ultimate actual ownership and control) of all funds to prevent exploitation by criminals.

Competition

CKG is committed to free and fair competition and requires CKG Suppliers to ensure that the interests of CKG and its clients are not prejudiced by Anti-Competitive Behaviour by their Personnel or the individuals and organisations that comprise their supply chain.

Conflict of Interest

CKG Suppliers must identify and avoid all real, apparent or potential Conflicts between the Interests of its Personnel and the individuals and organisations that comprise their supply chain and the Interests of CKG and its clients.

CKG Suppliers must notify CKG immediately if any Conflict of Interest whatsoever is discovered, and keep a record of this communication.

Terrorism

CKG condemns terrorist acts and those who promote and fund such activities and requires CKG Suppliers to ensure that direct or indirect support or resources are not made available to or for the benefit of persons, groups or entities associated with terrorism.

CKG Suppliers must ensure before contracting, and check at least quarterly after contracting, that all Personnel who carry out work for CKG or otherwise act on CKG's behalf, and the individuals and organisations that comprise their supply chain who carry out work for CKG or otherwise act on CKG's behalf, do not appear on government/international governmental organisation's terrorism 'excluded parties' lists, and keep a record of the results of these checks. Upon reasonable notice CKG Suppliers must provide CKG with the results of these checks.

CKG Suppliers must notify CKG immediately if any link whatsoever is discovered between their Personnel, the individuals and organisations that comprise their supply chain, and persons, groups or entities associated with terrorism, and keep a record of this communication.

Employment Practices

CKG is committed to treating its employees fairly and respectfully, and requires the same approach from CKG Suppliers.

Modern Slavery

CKG takes a Zero Tolerance Approach to Modern Slavery and requires the same approach from CKG Suppliers.

CKG Suppliers must ensure that their Personnel are employed voluntarily and not forced into labour. CKG Suppliers must ensure that their contracts clearly convey the conditions of employment in a language understood by their Personnel. CKG Suppliers must not withhold the original government-issued identification and travel documents of their Personnel. Upon reasonable notice CKG Suppliers must provide CKG with copies of their contracts with their Personnel.

CKG Suppliers must pay their Personnel a fair and reasonable wage and as a minimum requirement they must adhere to any minimum wage provision within the local Jurisdiction in which the Personnel of CKG Suppliers are employed.

CKG Suppliers must notify CKG immediately if a Modern Slavery concern is identified in relation to work carried out for CKG by their Personnel, the individuals and organisations that comprise their supply chain, and keep a record of this communication.

Child Protection

CKG is committed to protecting children, regardless of gender, race, nationality or religious belief and requires CKG Suppliers to take a Zero Tolerance Approach to the harm, abuse, neglect or exploitation of children.

CKG Suppliers must only employ Personnel who are at least 15 years of age or the applicable minimum legal age, whichever is higher.

CKG Suppliers must notify CKG immediately if a child protection concern is identified in relation to work carried out for CKG, and keep a record of this communication.

Working Conditions

CKG is committed to maintaining a healthy and safe workplace in which Personnel are treated with dignity and requires the same approach from CKG Suppliers.

CKG Suppliers must provide their Personnel with a comfortable and hygienic workplace with access to clean toilets and clean water, with all necessary health and safety equipment, and with appropriate health and safety training compliant with the local Jurisdiction.

CKG Suppliers must not discriminate against their Personnel based on age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, religion, sexual orientation, or union membership, in hiring and other employment practices.

CKG Suppliers must ensure that their Personnel are not subject to corporal punishment in the workplace, physical, sexual, psychological or verbal harassment or abuse, or the threat of any such treatment.

CKG Suppliers must freely allow their Personnel to associate with others, form, and join (or refrain from joining) organisations of their choice, and to bargain collectively, without interference, discrimination, retaliation, or harassment.

Sustainability

CKG is committed to promoting sustainability and requires the same approach from CKG Suppliers.

CKG Suppliers must aim to minimize the impact of their activities on the environment and are expected to put processes in place to prevent, or otherwise reduce and mitigate, any adverse impact of their operations on the environment and encourage the use of processes and materials that support sustainability throughout their supply chain.

Record Keeping and Audit

CKG Suppliers must maintain accurate and transparent accounts, records and other documentation relating to their work for CKG and must retain such accounts, records and other documentation for a period of seven years from the date the work ceased, or a later date if required by CKG or any applicable laws and regulations. In any event, CKG Suppliers must not destroy any such documentation without giving CKG prior written notice.

Upon reasonable notice, CKG Suppliers must grant CKG permission to inspect their accounts, records and other documentation relating to their work for CKG and to have them audited by auditors appointed by CKG upon request.

Complaints

CKG Suppliers must notify CKG within 2 working days if a complaint is made to them about them, CKG or CKG's clients in relation to their work for CKG, and keep a record of this communication. CKG Suppliers must not respond to such complaints until they have notified CKG, and following which may be required to obtain approval from CKG before responding to such complaints.

CKG Suppliers must provide an anonymous complaint mechanism for their Personnel to report reporting malpractice and misconduct related to their business and their supply chains. CKG Suppliers must protect whistle blower confidentiality and prohibit retaliation.

CKG Suppliers who believe that their Personnel or the Personnel of the individuals and organisations that comprise their supply chain have engaged in illegal or otherwise improper conduct relating to their work for CKG, or have violated this Code, must report the matter via ck@charleskendall.com or +44 (0)20 7589 1256 immediately.

CKG Suppliers who believe that CKG Personnel have engaged in illegal or otherwise improper conduct must report the matter via ck@charleskendall.com or +44 (0)20 7589 1256 immediately.

CKG will protect whistle blower confidentiality and prohibit retaliation and a CKG Supplier's relationship with CKG will not be affected by an honest report of potential or actual misconduct.

Contact Details

If you have any questions or require any further information on this Code, please contact us via your named CKG contact.

Appendix 1: Acceptable Gifts

The following gifts can be given or received without being added to a CKG Supplier's Register of Interests:

1. Flowers;
2. Chocolate;
3. Corporate branded items;
4. Alcohol;
5. Food gifts, including hampers; and
6. Meals within restaurants.