



# 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 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 are expected to self-monitor and demonstrate their compliance with the BCG Supplier Code of Conduct and must promptly inform BCG of any circumstances or event that causes the Supplier to violate this Supplier Code of Conduct. Notice required under this section shall be provided to the [BCG Speak Up Line](#) or as specified within Supplier’s contract with BCG.

BCG may require the immediate removal of any Supplier, its employees, agents, or subcontractors who behave in a manner that is unlawful or inconsistent with this Supplier Code of Conduct and whose conduct is confirmed to be unlawful or inconsistent with this Supplier Code of

Conduct or any applicable BCG policies. In addition, Suppliers are expected to adhere to applicable laws and regulatory requirements relating to relevant environmental, social, and corporate governance standards. Supplier shall also take steps to ensure that the principles of this Supplier Code of Conduct are communicated to and adopted by their own supply chain to the extent relevant. Compliance with this Supplier Code of Conduct is required in addition to any other obligations in agreements between Supplier and BCG.

BCG reserves the right to review Supplier compliance with the Supplier Code of Conduct through periodic assessments including assessment questionnaires and audit requests. Suppliers are expected to fully respond to such assessments promptly.





# 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 are aware of and adhere to the obligations of this Supplier Code of Conduct and 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.

## Antibribery 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 extrajurisdictional application such as the US 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 antibribery 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.

## Insider Trading

Suppliers shall comply with all applicable insider trading laws which prohibit the buying or selling of securities while in possession of material, nonpublic information gained through Supplier's relationship with BCG or otherwise. Supplier shall not misuse or communicate to others any such material, nonpublic information in connection with any securities transactions or otherwise. BCG considers information material if there is a substantial likelihood that a reasonable person would consider the information important in deciding to buy or sell a company's securities. BCG considers information nonpublic if it has not been disseminated in a manner making it generally available to investors or the public.

## Gifts and Hospitality

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



antiboycott laws in all jurisdictions in which BCG operates. Suppliers must not transact with individuals or entities if they know, should have known, or suspect that such transactions violate applicable import/customs laws, sanctions or export controls. Supplier must immediately notify BCG, in writing, if Supplier becomes aware that Supplier or any of its owners, officers or officials, managers, employees, consultants, or other representatives are subject to sanctions, export controls, or other trade control laws.

In addition to not transacting with sanctioned persons or entities, no supplier may deal, directly or indirectly, with a territory subject to comprehensive sanctions in connection with the Supplier's business with BCG. It is the Supplier's obligation to know which territories are subject to comprehensive sanctions imposed by the US or any other jurisdiction. BCG believes that as of March 2024, territories subject to comprehensive sanctions by the US government are the Russian-occupied areas of Ukraine (Donetsk People's Republic, Crimea, Luhansk People's Republic), Cuba, Iran, North Korea, and Syria (subject to change). While BCG cannot provide you with legal advice, if you have questions or are uncertain about whether a particular individual, entity, territory or transaction could be subject to trade control regulations or sanctions, please contact BCG on the [BCG Speak Up Line](#).

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 antitrust and fair-trade policies.

## Conflicts of Interest

Suppliers must avoid engaging in any activity that would create an actual or potential conflict of interest regarding their provision of products or services to BCG. A conflict of interest occurs under this code when the interest of a Supplier—or the interest of a Supplier's employees or suppliers with whom they work in providing goods and services to BCG—interferes or appears to interfere with the ability to objectively deliver or perform services to or for BCG. If an actual or potential conflict of interest arises in connection with BCG, Suppliers must promptly report it to BCG.

## Trade Compliance

Suppliers shall comply with applicable international trade control laws and regulations, including import/customs laws, sanctions, export controls, and

# Labor Practices and Human Rights

As a participant in the United Nations Global Compact, BCG supports the Ten Principles on human rights, labor, environment, and anticorruption, and respects the UN Guiding Principles on Business 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 their 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, water, 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 and the Australian Modern Slavery Act 2018. 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.

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, veteran status or any other characteristic protected under applicable law.

## 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.

## Freedom of Association and Collective Bargaining

Suppliers shall respect employees’ rights with respect to freedom of association and collective bargaining, including the right to form or join labor or trade unions or to join workers’ councils in accordance with local laws. Employees must be free to engage in these activities without retaliation, harassment, or intimidation.

## 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. Suppliers shall address their material environmental impacts, risks, and opportunities—including, without limitation, measuring, managing, and addressing energy usage, greenhouse gas emissions, and climate-related risk. Where applicable, Suppliers shall measure, manage, and reduce pollution, waste, and the use of water or other natural resources in their operations. In addition, Suppliers and their supply chains shall comply with applicable laws and international conventions with respect to the use, handling, and disposal of hazardous waste, persistent organic pollutants, mercury, and similar substances.



## 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 reuse 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, Illegal or Unethical Behavior, or Violations of the Supplier Code of Conduct

If Suppliers wish to report questionable behavior, illegal or unethical behavior, or a possible violation of this Supplier Code of Conduct, BCG requests that they contact the [BCG Speak Up Line](#).

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 illegal or unethical behavior or a possible violation of this Supplier Code of Conduct.

Failure to comply with these standards or with applicable laws and regulations, if confirmed, 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.