



Supplier Code of Conduct

October 2023

Document Ownership

Document Owner	Next Review Date
Procurement department	October 2024

Document Change Log

Revision Date	Author	Version	Summary of Changes
May 2021	Procurement department	1.0	Initial Document
May 2023	Procurement department	2.0	Full Review and Update
October 2023	Procurement department	2.1	Minor formatting changes

Review and Approval

Name	Position	Signature	Date	Version
Harvey Rob-John	Procurement Operations & Governance Manager	<i>Harvey Rob-John</i>	May 2021	1.0
Andrew Roper	Global Head of Procurement	<i>Andrew Roper</i>	May 2023	2.0
Andrew Roper	Global Head of Procurement	<i>Andrew Roper</i>	October 2023	2.1

Distribution

Name	Position	Date Issued	Version
All Employees		May 2021	1.0
All Employees		May 2023	2.0
www.clydeco.com		October 2023	2.1

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1 Introduction

This Supplier Code of Conduct (**Code**) plays a pivotal role in Clyde & Co's business activities by setting the standards and practices all suppliers of Clyde & Co must adhere to. Our Suppliers must ensure all staff are familiarised and understand the Code and operate in full compliance with applicable laws and regulations of the countries they operate in.

Clyde & Co seeks to purchase goods and services which uphold and meet the standards of the Ethical Trade Initiative Base Code, the United Nations Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Bill of Human Rights and the International Labour Organisation (ILO) Core Conventions.

2 Definitions and Scope

2.1 In this Code:

Affiliate means all parent, subsidiary, associated and affiliated partnerships and entities of Clyde & Co LLP and any other partnership or entity Controlled by Clyde & Co LLP or partners of Clyde & Co LLP on its behalf.

Control means the power (whether by way of ownership of shares, proxy, contract, partnership agreement, agency or other agreement or arrangement) to:

- (a) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a meeting of a person;
- (b) appoint or remove all, or the majority, of the partners, management, directors or other equivalent officers of a person; or
- (c) give directions (whether in respect to actions, policy or otherwise) with which the partners, management, directors or other equivalent officers of a person are obliged to comply.

Supplier means a company, partnership or individual that provides goods or services to Clyde & Co LLP or its Affiliates.

Representative means the Supplier's suppliers, agents, and subcontractors who are involved in Clyde & Co's supply chain.

2.2 Purpose

The purpose of this Code is to set out the obligations of Clyde & Co's Suppliers in relation to social, environmental and ethical purchasing in addition to promoting safe and fair working conditions. Clyde & Co expects its Suppliers to strive to achieve the highest standards of business conduct, working conditions and environmental management internally and throughout their supply chains. By contracting with Suppliers who are compliant to this Code, Clyde & Co are able to improve our global client offering, providing sustainable, secure, and resilient supply chains.

2.3 Implementation and Scope

2.3.1 This Code applies to the below, but is not limited to:

- (a) All Suppliers; and
- (b) All Supplier Representatives
- (c) All agents used by Clyde & Co; and
- (d) All Clyde & Co internal stakeholders and employees.

2.3.2 This Code sets the minimum standards for doing business with any Clyde & Co Affiliate.

2.3.3 The Supplier is expected to undertake best endeavours to ensure the principles within this Code are followed through its entire supply chain.

2.4 Compliance to the Code of Conduct

2.4.1 The Supplier acknowledges, agrees and assumes entire and sole responsibility for full compliance with this Code.

2.4.2 In carrying out its agreement(s) with Clyde & Co, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable UK laws and regulations (and if applicable, the laws and regulations of any other jurisdiction where it or its Representatives operate) including but not limited to the laws and regulations relating to issues addressed in this Code.

2.4.3 The Supplier should support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights as well as the 1998 International Labour Organization Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and practice.

2.5 Updating this Code

Clyde & Co's procurement department is responsible for maintaining and implementing the processes defined in this Code. For any suggestions and feedback, please reach out to the document custodians. Any update made to this Code shall be communicated to all Suppliers ensuring Clyde & Co's supply chain operates the best in class, standards, practices, and methods.

3 Code of Ethical Purchasing

3.1 Child Labour

3.1.1 A "Child" is defined as a person below the age of 18 years, as defined in Article 1 of the United Nations Convention on the Rights of the Child.

3.1.2 Child Labour is strictly prohibited. No person shall be employed who is below the minimum legal age for employment.

3.1.3 The minimum age for employment shall be the age for completing compulsory education in the relevant country or not less than 15 years of age (or not less than 14 years, in countries where educational facilities are insufficiently developed, in accordance with international principles), whichever is higher.

3.1.4 Children (persons under the age of 18) shall not be employed for any hazardous or night work, or work that is inconsistent with the child's personal development.

Personal development includes a child's health or physical, mental, spiritual, moral or social development.

- 3.1.5 Should the Supplier discover a child is employed, the best interests of the child shall be the primary consideration. Policies and programmes that assist any child found to be performing child labour shall be required to be developed and supported by the Supplier.

3.2 **Slavery, Servitude & Forced Labour**

- 3.2.1 The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 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 bonded labour, indentured labour and prison labour. The Supplier's employees and their third-party employees shall be free to leave work or terminate their employment with reasonable notice.
- 3.2.2 The Supplier shall provide each of its employees with an employment contract which contains such a reasonable notice period.
- 3.2.3 All employment shall be voluntary, and employees shall not be required to lodge money, have payments withheld, have debt placed upon themselves or surrender any document of any form as a condition of employment.
- 3.2.4 Any payment of fees and expenses such as licenses or levies relating to employees where legally required shall be at the Supplier's own expense.

3.3 **Health, Safety & Wellbeing**

- 3.3.1 A safe and healthy working environment for employees, contractors, partners, or others who may be affected by the Supplier's activities, must be provided by the Supplier in accordance with international standards and national laws.
- 3.3.2 Mechanisms must be put in place by the Supplier to guarantee that all obligations regarding health and safety are communicated and applied to all parties within its control.
- 3.3.3 All General Principles regarding health and safety risk prevention, must be met for any goods or services that are delivered by the Supplier.
- 3.3.4 General principles include identifying, minimising and preventing hazards, using competent and trained people, providing and maintaining safe equipment and tools, including personal protective equipment as required.
- 3.3.5 As part of an engagement with Clyde & Co, the Supplier must implement mechanisms to ensure that all employees are competent to carry out the health and safety aspects of their responsibilities and duties. The mechanisms used shall be inclusive of the nomination and training of persons at an appropriate level, particularly executives who are responsible for discharging the Supplier's Health and Safety obligations.
- 3.3.6 Any Supplier that provides goods or services to Clyde & Co shall ensure the basic needs of employees are met by providing facilities and amenities, inclusive of hygienic and safe accommodation where provided by the Supplier.
- 3.3.7 To ensure the Supplier's code of conduct is met, the Supplier must have in place systems and established training to prepare for and respond to accidents, health

problems and foreseeable emergency situations. The Supplier shall have means and procedures in place for recording, investigating, and implementing learning points from accidents and emergency situations.

3.4 Freedom of Association

- 3.4.1 All rights of employees to join or not to join trade unions or similar representative bodies and the rights of employees to collective bargaining to the extent permitted by applicable law, must be recognised by the Supplier.
- 3.4.2 To build employee relations and resolve issues, the Supplier must champion open communication and direct engagement between its employees and management.

3.5 Discrimination

- 3.5.1 Under no circumstances is any form of Discrimination tolerated within Clyde & Co and so the Supplier shall not engage in or support any form of discrimination in hiring, employment terms, remuneration, access to training, promotion, termination, retirement procedures or decisions.
- 3.5.2 Forms of discrimination include but may not be limited to: race, colour, age, veteran status, gender identification, sexual orientation, pregnancy, ethnicity, disability, religion, political affiliation, nationality, indigenous status, medical condition, HIV status, social origin, social or marital status and union membership.
- 3.5.3 The Supplier shall ensure no form of discrimination is present at any stage of employment, from the selection of suitable applicants, their interview and assessment, to the terms of their employment, payment and grounds for dismissal.

3.6 Disciplinary Practices

- 3.6.1 The Supplier will treat all employees with respect and dignity. The Supplier shall prohibit physical or verbal abuse or other harassment and any threats or other forms of intimidation.
- 3.6.2 The Supplier shall not use deductions from wages as a disciplinary measure.

3.7 Bullying and Harassment

- 3.7.1 Clyde & Co operates a Zero tolerance policy towards bullying and harassment of any sort.
- 3.7.2 Clyde & Co expects those we do business with to have relevant guidance and policies in place to prevent and deal with harassment and bullying in the workplace, and to act on those policies.

3.8 Working Hours

- 3.8.1 Restrictions on working hours are primarily intended to protect those workers in nonsupervisory and non-management roles.
- 3.8.2 The Supplier shall ensure compliance to industry standards and applicable local and national laws regarding working hours, overtime, wages and benefits.

- 3.8.3 The Supplier shall ensure an employee's working week does not exceed 60 hours per week including overtime and at least one day of leave must be provided following every six consecutive working days.
- 3.8.4 In exceptional circumstances should the hours worked by an employee exceed 60 hours per week including overtime, these working hours shall in any event not be excessive. The Supplier shall be considerate to the type of work performed and the acceptable working hours for the role concerned.
- 3.8.5 Exceptional circumstances may include emergency situations but shall not include anticipated peak or seasonal increases in production requirements.
- 3.8.6 All Supplier's employees must be afforded the right to paid vacation.
- 3.8.7 The Supplier shall not operate exclusive zero hours contracts.

3.9 **Wages and Payment**

- 3.9.1 The Supplier shall as a minimum, comply with all applicable wage laws and regulations, including those in any relevant jurisdiction and relating to minimum wages; working time, overtime hours, other elements of compensation, and provide all legally mandated benefits in the relevant jurisdiction.
- 3.9.2 The basis on which workers are being paid will be clearly conveyed to them and accurate wages shall be paid in a timely manner. Wage deductions shall not be used as a disciplinary measure.
- 3.9.3 Employees of the Supplier must understand their employment conditions and be provided with any legally entitled or agreed benefit and fair and reasonable pay.
- 3.9.4 Payment of the voluntary Living Wage Foundation rate to all direct employees and promotion of the Living Wage Foundation is encouraged.
- 3.9.5 Employees must be paid in a timely manner.

3.10 **Individual Conduct**

- 3.10.1 All Clyde & Co employees, Suppliers, agents, partners etc. shall always be required to act within the law and engage in a safe ethical manner.
- 3.10.2 The extent to which this Code applies extends to the acceptance of business-related gifts and hospitality which cannot be accepted by any employee with a value of >£100 if engaged in a tendering process.

3.11 **Conflict of Interest**

The Supplier and any of its employees, contractors or agents must promptly report to Clyde & Co any instances involving actual or apparent conflicts of interest between the Supplier's interests and those Clyde & Co such as a direct personal or financial interest in a business decision or supplier selection.

3.12 **Supply chain**

- 3.12.1 The Supplier shall mitigate supply chain risks by effectively managing their supply chain.
- 3.12.2 The Supplier must work towards inclusion and diversity within their supply chain (for example, by supporting SME's and social enterprises).

3.13 Licenses and registration

The Supplier must obtain the appropriate registrations and licenses from the relevant regulatory bodies prior to conducting any form of business in connection with Clyde & Co.

3.14 Anti- Bribery and Corruption

3.14.1 The Supplier shall not tolerate or enter into any bribery, including improper offers or payments to or from employees, customers, suppliers, or individuals.

3.14.2 The Supplier must have an anti-bribery policy that details the principle of zero tolerance to any form of bribery or corruption and ensure its employees and associated parties are aware of it and how to comply with its requirements.

3.15 Fraud and Money Laundering

3.15.1 The Supplier must always act in accordance with international standards and laws on fraud and money laundering. The Supplier must ensure not to do or omit to do anything that may cause a party to be in breach of any law.

3.15.2 An effective anti-fraud and anti-money laundering compliance programme must be established to ensure compliance to international standards and law.

3.16 Competition and Anti-Trust

3.16.1 The statements, communications and representations included in any proposals or bids must always be accurate and truthful. The Supplier must always ensure compliance with Competition and anti-trust laws.

3.16.2 Suppliers who serve us across national borders will understand and comply with all applicable export laws and regulations.

3.16.3 The Supplier should always report anti-competitive behaviour if seen or suspected.

3.17 Sanctions

3.17.1 The Supplier shall be transparent about the real beneficial owners with whom Clyde & Co conducts business.

3.17.2 The Supplier must respect and observe that Clyde & Co is vigilant in watching for external parties who may be on a sanctions list or may have a related company in a country subject to sanctions.

3.18 Environment

3.18.1 The Supplier shall comply with relevant legislation and international standards, and, in countries where environmental legislation is not evident or enforced, ensure reasonable practices for managing environmental impacts are in place.

3.18.2 An Internal environmental management system must be implemented within the Supplier's organisation to the extent applicable to the Supplier's business.

3.18.3 All environmental permits, approvals and registrations must be maintained.

3.18.4 Hazardous chemicals and other materials included in products, especially those identified of Very High Concern on REACH, must be avoided.

- 3.18.5 The Supplier shall identify, minimise, monitor, control and treat all hazardous air pollutants and all emissions should be avoided in accordance with international standards and applicable laws.
- 3.18.6 The Supplier shall promote, where applicable, energy and carbon efficiency, recycling, reduced wastage in material sourcing, transport and disposal. The Supplier shall strive to continuously reduce any negative environmental impacts from their operations and supply chain, whilst exploring opportunities to have a positive impact on the environment.
- 3.18.7 The Supplier shall provide data and information on key sustainability data and impacts of their products and services and make commitments to improve their sustainability performance throughout the term of their agreement.
- 3.18.8 We expect the Supplier to:
- (a) Publicly commit to setting a science-based net-zero goal (including near-term and long-term science-based targets) for reducing greenhouse gas emissions in line with the Science Based Targets initiative(SBTi).
 - (b) Commit to setting a net-zero goal, and have it validated by SBTi.
 - (c) Annually calculate its greenhouse gas emissions following the latest version of the WRI's GHG Protocol.
 - (d) Annually report its greenhouse gas emissions.

3.19 **Communications and Community Engagement**

- 3.19.1 The Supplier shall, where possible, take responsibility for giving back and being a positive contributor to the communities in which they operate.
- 3.19.2 The Supplier shall have a formal written Corporate Social Responsibility Policy.
- 3.19.3 The Supplier shall make these Principles available able to workers in the native language of the employment and of its suppliers and agents. The Supplier shall have a process for communicating clear and accurate information about its performance, practices, policies, and expectations to its workers, suppliers, customers, contractors and affected stakeholders and for obtaining feedback.

3.20 **Data Privacy**

- 3.20.1 The Supplier shall comply with all data protection laws and requirements (inc. the UK GDPR) when processing any personal data on Clyde & Co's behalf.
- 3.20.2 The Supplier shall have in place appropriate measures to:
- (a) protect the integrity and confidentiality of information (including information belonging to or supplied by Clyde & Co held on its systems (which include physical and online or electronic systems); and
 - (b) ensure that there is no unauthorised access of the information by third parties, including its Representatives.

4 Review of this Code

- 4.1 The Supplier is expected to identify, correct, and monitor the continued compliance of any activities that fall below the standards of this Code as well as operate similar standards within their own organisations and Supply chain.
- 4.2 Whilst following these Principles the Supplier is expected to strive to continually improve its performance and that of its employees by setting performance objectives, training and implementation plans and taking any necessary corrective actions identified by internal or external audits, assessments, inspections, and management and other regular reviews.
- 4.3 Any breach of this Code will allow Clyde & Co to terminate its relationship with the Supplier with immediate effect.
- 4.4 The Supplier shall provide Clyde & Co with reasonable access to all relevant information and premises for the purposes of assessing performance against this Code and use reasonable endeavours to ensure that sub-tier suppliers do the same. Announced and unannounced audits may be conducted by prior appointment by Clyde & Co or an independent third party on behalf of Clyde & Co.

5 Raising a Concern

- 5.1 If the Supplier has reason to believe that a Clyde & Co employee or anyone acting on behalf of Clyde & Co has engaged in an illegal or otherwise improper conduct, then please should immediately report to the Head of Procurement.
- 5.2 If you have questions about this Code, please contact Clyde & Co at GlobalProcurement@Clydeco.com.

490

Partners

2,400

Lawyers

5,500

Total staff

3,200

Legal professionals

60+

Offices worldwide*

www.clydeco.com

*includes associated offices

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