



ERM

# Supplier Code of Business Conduct and Ethics

EFFECTIVE DATE  
28 June 2024





As a global organisation, ERM relies on many third parties to provide it with the materials or services it requires to conduct its business. A substantial proportion of the work which ERM performs for its clients is carried out by sub-contractors, whose skills are essential in helping us carry out our work safely and responsibly.

In selecting suppliers, ERM is committed to choose reputable business partners who share our commitment to ethical standards and business practices. This Supplier Code of Business Conduct and Ethics ("Supplier Code") sets out the principles and standards of conduct that ERM expects of any person or entity who provides goods or services ("Supplier") to ERM. A core expectation and requirement of being a Supplier to ERM is that all ERM-related tasks should be performed by individuals with the skills, expertise, qualifications and behaviours necessary to uphold the principles and meet the standards of this Supplier Code. Accordingly, suppliers shall ensure that the Supplier Code is shared with and followed by all of its workforce and any supply chain who are assigned to perform services or supply goods or materials to (or supply goods or services to) ERM.

If you have questions or concerns regarding any aspect of this Supplier Code, please contact our Compliance and Ethics Team at [businessconduct@erm.com](mailto:businessconduct@erm.com).

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## A MESSAGE FROM ERM'S GLOBAL LEADER OF SUSTAINABILITY AND RISK

At ERM our purpose is to shape a sustainable future with the world's leading organizations. We believe that the sustainability challenges facing society are so great that we must work as part of a wider ecosystem in order to scale our impact.

How we work together with our supplier team to deliver on our purpose is the focus of this guidance document. We are committed to operating with the highest ethical standards and in accordance with all applicable laws. We are committed to operating our business in a sustainable way. We expect the people and organizations we work with to share these commitments.

This document contains practical guidance on the key business conduct and ethics themes that are important to us, from health & safety to environmental sustainability and human rights. It is essential that everyone operating within our supply chain is familiar with this guidance and, most importantly, makes a personal commitment to ensuring it is reflected in the way we work together every day.

ERM believes in a "speak up" culture, so if you or someone you know has a question or concern about this Supplier Code or performing work for ERM, please contact your ERM business contact. If you do not feel comfortable doing that, please do contact us at [businessconduct@erm.com](mailto:businessconduct@erm.com) to discuss in confidence.

We regard our supplier team as a critical way in which we can deliver on our purpose and maximise our positive impact on the world. We are delighted to share that purpose with you and value your commitment to making compliance and ethics a top priority as you work with ERM.



Sabine Hoefnagel  
Global Leader of Sustainability and Risk  
28 June 2024

## 1. HEALTH & SAFETY

Safety – of the public, employees, the environment, our clients and Suppliers – is more than just a priority at ERM, it is an ERM Core Value. As a condition of engagement as an ERM Supplier, ERM expects all Suppliers to understand the health & safety risks of their activities and apply good health & safety management systems, training and practices in all they do. Suppliers are expected to work safely and in compliance with all applicable safety, health and environmental related laws, standards, procedures, rules and with this Supplier Code, and with any additional requirements from ERM. Basic safety and health expectations and requirements are set forth below. Additional requirements specific to the work undertaken by a Supplier may be specified in contractual documents.

### 1.1 PUBLIC SAFETY

Supplier shall ensure that there are no potential public safety or health hazards associated with any activity, service, product or equipment/tool supplied to or deployed in the execution of a service for or on behalf of ERM. Where potential hazards cannot be eliminated, they shall be clearly identified and controlled in accordance with a formal risk assessment that is designed to put in place controls that meet acceptable regulatory limits and recognized industry best practices.

### 1.2 WORKER SAFETY

Supplier shall provide its workforce a clean, safe and healthy work environment in compliance with legally mandated standards for workplace health & safety where they operate, and good industry practices. Identify, monitor and manage workforce exposure to safety hazards via risk assessments, job safety analysis and other appropriate procedures. Hazards shall be eliminated, controlled or mitigated appropriately. The supplier must provide its workforce with appropriate safety training and adequate personal protective equipment (“PPE”). As critical partners in achieving our goal of zero workplace injuries, ERM Suppliers are required to report all unsafe conditions, unsafe acts, near miss events and all injuries/illnesses, regardless of severity, as soon as practical. All Suppliers are empowered and expected to stop the job if they observe work being performed in an unsafe manner by either an ERM employee, another ERM Supplier, a client’s personnel or third party conducting ERM-related work.

### 1.3 VEHICLE SAFETY

Supplier shall ensure that all vehicles used, and transportation activities undertaken, in the execution of ERM business are compliant with applicable law. PLEASE NOTE – ERM has a “zero tolerance” policy with respect to the use of mobile/cell phones while operating a motorized vehicle. When operating a vehicle for ERM business, drivers shall hold a valid driver’s license appropriate to the vehicle being operated, minimize all distractions while driving and obey all posted road/vehicle regulations.

### 1.4 REPORT INCIDENTS, INJURIES AND UNSAFE CONDITIONS TO ERM

Report to the Supplier’s ERM business contact.

## 1.5 EMERGENCY PREPAREDNESS

Supplier shall have appropriate documented emergency plans and response procedures in place and functional to sufficiently respond to any cases or emergency which may arise in performing its work.

## 1.6 FITNESS FOR WORK

Supplier shall have a process in place for ensuring members of their workforce are safely able to perform the essential requirements of their job without risk to self, others or the environment, and to ensure that they are not impaired by drugs, alcohol, or fatigue.

## 1.7 SANITATION, FOOD AND HOUSING

Where applicable, members of Supplier's workforce shall be provided at a minimum, with ready access to clean toilet facilities, potable water, and sanitary food preparation, storage and eating facilities. Where dormitories or other housing accommodations are provided by the Supplier or a labour agent, these shall be maintained to be clean and safe and provided with appropriate emergency egress, hot water for bathing and showering, adequate heat and ventilation, and reasonable personal space.

## 2. ENVIRONMENTAL LEADERSHIP AND SUSTAINABILITY

As a leading global provider of environmental consulting services, ERM is acutely aware of our responsibility to minimize our impact on the environment through the effective management of our business activities and client project work. Environment is a key focus area within the UN Global Compact and, as a signatory, ERM strives to embrace its values and promote these values within our sphere of influence. ERM is committed to being an environmental leader and demonstrating this through our actions, including conducting its business in full compliance with all applicable international environmental laws and regulations and operating in an environmentally sensitive manner consistent with our values and our [Global Sustainability Approach](#) and [Policy](#). ERM works with its Suppliers to assess and minimize our environmental impact with the aim of avoiding damage to the environment and pursuing the most efficient use of sustainable energy and resources. We expect all our Suppliers to use materials and processes which support sustainability of the environment throughout their supply chain.

### 2.1 RISK AND IMPACT IDENTIFICATION AND MANAGEMENT

Supplier shall work with ERM to identify and record all emissions, releases and wastes occurring during the course of operations performed for or on behalf of ERM.

Processes shall be in place to identify, assess, mitigate and manage potentially significant contingent risks and impacts to human health and the environment. Specifically, Supplier will report greenhouse gas emissions for Scopes 1, 2, and 3. Reporting may occur via public reports, direct reporting to ERM, or via ERM's supplier database, as agreed between ERM and Supplier.

## 2.2 COMPLIANCE WITH ENVIRONMENTAL LEGAL REQUIREMENTS

Supplier must comply with all applicable environmental laws, regulations and standards. Supplier will also comply with any additional environmental requirements specific to the products or services being provided to ERM, as called for in design and product specifications and contract documents. Supplier shall obtain, keep current, and comply with all required environmental permits and licensing requirements. Supplier shall comply with the reporting requirements of applicable permits and regulations.

## 2.3 POLLUTION PREVENTION AND RESOURCE PRESERVATION

Supplier shall identify and implement opportunities to reduce or eliminate waste and pollution at its source and to continually improve resource and materials use efficiency. Supplier shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle hazardous and non-hazardous waste. Supplier shall prevent unauthorized discharges and spills from entering the environment generally. Further, Supplier shall manage and responsibly control noise and air emissions from its operations that pose a hazard to the environment or health.

# 3. BUSINESS CONDUCT AND INTEGRITY

## 3.1 SUPPLIER DUTY

In its relationship with ERM, Supplier is responsible for:

- Complying with this Supplier Code, all applicable laws and regulations, and in accordance with the highest standards of ethical business conduct; and
- Taking reasonable steps to ensure that products and services procured are (as far as practicable and sustainable) from ethical sources.

ERM expects Suppliers to conduct business in accordance with the highest ethical standards. This Supplier Code sets forth the principles and standards of conduct for Suppliers (and their workforce) who provide goods or services to ERM. ERM may require Suppliers to demonstrate they are in compliance with this Supplier Code and failure to comply with the expectations outlined in this Supplier Code could result, in cessation of business with ERM.

## 3.2 BRIBERY AND CORRUPTION

ERM supports international efforts to combat bribery and corruption. ERM complies with the anti-bribery and anti-corruption laws of the many countries where we operate. We expect the same of our Suppliers. Supplier shall not engage in any form of bribery, corruption, extortion and embezzlement and shall have adequate procedures in place to prevent any such bribery or corruption in their supply chain or by others acting for them. Bribes or other means of obtaining undue or improper advantage are not to be offered or accepted. Behaviours or actions that may negatively influence, or appear to influence, supply management decisions shall be avoided.



### 3.3 ANTI-COMPETITIVE BEHAVIOURS

ERM is committed to doing business fairly. We compete fairly and ethically in the markets where we operate. We require our Suppliers to likewise deal with ERM and conduct their business generally in a way, which is legal, ethical and honest. When preparing and submitting bids or tenders to ERM, Suppliers must not engage in anti-competitive behaviour, price-fixing, bid sharing or otherwise collude with others improperly.

Any Supplier who is approached about or becomes aware of any such anti-competitive behaviour activities relating to ERM must immediately report it to their ERM contact or to:

[businessconduct@erm.com](mailto:businessconduct@erm.com).

### 3.4 GOVERNMENT OFFICIALS

To avoid reputational harm or the appearance of impropriety, no gift, money, loan, entertainment, service or other item of value may be promised or provided to a government official, or the official's friends or family members, in connection with work for ERM. For purposes of this Supplier Code, "government official" includes any officer, employee, candidate, agent, representative, official or de facto official of any government, military, government-owned or affiliated company, political party, or any public international organization existing under any international treaty or treaties (e.g. United Nations or World Bank). When government officials are involved, even simple business courtesies such as meals, entertainment or travel may be illegal under international law or the laws of the host country.

In the ordinary course of business, Suppliers may interact with government agencies and employees. However, interactions with government agencies, officials and employees are often regulated by campaign finance, lobby disclosure and government ethics laws. Before attempting to influence any election or government agency decision, or before hiring or making any payment to an individual who is a public official or employee, Suppliers shall confer with the ERM Legal Department at [businessconduct@erm.com](mailto:businessconduct@erm.com) for pre-approval.

### 3.5 TAX EVASION

ERM has a "zero tolerance" approach to engaging in, or facilitating, tax evasion. Supplier shall prohibit all forms of tax evasion or facilitation of tax evasion. At all times and in all countries, Supplier's business should be conducted in a manner such that the opportunity for, and incidence of, tax evasion is prevented.

### 3.6 LEGAL MATTERS

Supplier shall inform ERM of any criminal investigations or charges, regulatory investigations, fines, penalties or citations, as well as any other claims or litigation against it or any of its affiliates or employees so that ERM can assess ERM's interests and the potential impacts of such investigations, claims, charges or litigation. Suppliers must report all such legal matters to their ERM contact or via <mailto:businessconduct@erm.com>.

### 3.7 ACCURATE BOOKS, RECORDS, DISCLOSURES AND COMMUNICATIONS

Supplier shall ensure that all records, disclosures and communications to ERM are full, fair, accurate, timely and understandable. The true nature of any transaction shall never be hidden, altered, falsified or disguised, nor any endorsements, approvals, or authorizing signatures for any payment forged. Records or disclosures Supplier knows (or should reasonably know) to be false or misleading shall not be submitted, entered, processed or approved and shall be reported to Supplier's ERM business contact immediately upon discovery.

### 3.8 CONFLICTS OF INTEREST

ERM expects Suppliers to exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the interests of ERM or an ERM client, the appearance of a conflict of interest, or that may compromise the exercise of independent judgment during the execution of work for, or on behalf of, ERM. A conflict of interest can arise if actions are taken or if there are interests that may make it difficult for Supplier to perform ERM-related work objectively and effectively.

While engaged in ERM-related work, Supplier shall not engage in any activity that creates a conflict of interest, or the appearance of a conflict of interest, with ERM or in any way compromises the work that Supplier is contracted to perform on behalf of ERM. Any potential conflicts shall be disclosed to Supplier's ERM business contact and written concurrence obtained that states Supplier is allowed to remain in a situation that could be perceived as a conflict. Any questions about a conflict of interest should be raised with Supplier's ERM business contact or via email at [businessconduct@erm.com](mailto:businessconduct@erm.com).

### 3.9 GIFTS AND HOSPITALITY TO ERM EMPLOYEES

It is understood that exchanging gifts and hospitality can be appropriate and customary in some circumstances. However, it must not be such as could or might appear to create any improper influence or obligation.

Suppliers must not provide any gift, meal or entertainment to ERM personnel (or their family members) in any situation in which it might influence or appear to influence any decision in relation to the Supplier or create a sense of obligation or a perception or appearance of obligation. In other situations, Suppliers may provide modest gifts, meals or entertainment to ERM personnel (or their family members) if these are: not cash or cash equivalent (e.g., store cards, tokens or vouchers redeemable for cash value). Any gift, meal or entertainment should comply with the following:

- It must be consistent with customary business practices and policies and should not appear extravagant or excessive or improper or frequent;
- It should not violate any law or policy;
- It can be supplier-company branded marketing or promotional items which are of minimal value; and
- It can include normal meals or refreshments in the course of a business meeting or marketing event.

## 4. HUMAN RIGHTS

ERM is committed to supporting international human rights, both as part of our commitment to the UN Global Compact and in accordance with the UN Guiding Principles on Business and Human Rights. Wherever ERM works in the world, we seek to respect and uphold the fundamental human rights and freedoms of everyone who works for us or with us, and of the people and communities where we operate. We expect our Suppliers to share this commitment and to respect and uphold the human rights of all persons, especially in Supplier's workforces, its supply chain and the communities in which it operates. Supplier will identify and avoid as far as possible any adverse human rights impacts caused or contributed to by their operations or activities. ERM will cease doing business with a Supplier who engages in abusive labour practices or exploits vulnerable worker groups. In addition to treating all persons with dignity and respect, Supplier will provide workers with safe and humane working conditions. ERM expects its Suppliers to have adequate procedures in place to ensure they are not directly or indirectly through their supply chain involved in any form of involuntary or forced labour.

### 4.1 FREEDOM OF ASSOCIATION AND EMPLOYMENT

Supplier shall not participate in the exploitation of workers and shall not use forced, bonded or involuntary labour. All members of Supplier's workforce shall be free to leave the workplace and the right to terminate their employment. No workforce member shall be required to surrender passports, official identity documents or work permits as a condition of employment (except for temporary processing or legal requirements) and the retention of such document shall not be used to bind workers or restrict their rights and freedoms. Any fees charged to the workforce must be transparent and reasonable and inappropriate or excessive fees are unacceptable. The rights of the workforce to associate freely, join or not join labour unions, seek representation and join workers' councils in accordance with local laws shall be respected and upheld by Supplier.

### 4.2 CHILD LABOR

Supplier shall not employ any person under the minimum legal age for employment as prescribed by the relevant local authority, or under the age for completing compulsory education, whichever is greatest. Legitimate workplace apprenticeship programs, which comply with all laws and regulations, are acceptable. Supplier must comply with all legal requirements for the work of authorized young workers, including those relating to working hours, wages and safe working conditions. Authorized young workers shall not perform any work that is likely to be hazardous or to interfere with their education or that maybe harmful to their health, physical, mental, social, spiritual or moral developments.

### 4.3 WAGES, HOURS AND BENEFITS

Wage payments, working hours and benefits must comply with all applicable laws and regulations, collective agreements. Supplier will abide by applicable employment and residency laws, including visa and work permits.

## 4.4 DIVERSITY AND INCLUSION

Due to our principles of respect and collaboration, ERM is committed to diversity and to equal opportunity in the workplace. We seek to provide a work environment where all persons have the opportunity to reach their full potential and contribute to ERM's success. We promote the equal treatment of all persons. As part of our commitment to fair inclusion of all persons, as well as our commitment to diversity, ERM prohibits discrimination on the basis of race, colour, age, religion, sex, gender or gender identity, sexual orientation, national origin, disability, pregnancy, political affiliation, medical condition, veteran status, ancestry, union membership or marital status or under any other category protected under the laws of jurisdictions in which we do business. We will not tolerate racist, sexist or other discriminatory behaviour. We expect our suppliers to share and uphold these standards and promote such equal treatment. In jurisdictions with laws that do not meet ERM's diversity and inclusion standards, ERM and Suppliers are still expected to conduct business in line with such standards.

## 4.5 HARASSMENT AND DISCRIMINATION

Supplier shall not tolerate any form of harassment or discrimination. Harassment or discrimination includes without limitation, behaviour, comments, jokes, slurs, email messages, pictures, photographs, or other conduct that contributes to an intimidating or offensive environment. Prohibited behaviour includes but is not limited to bullying, initiation activities, or hazing (regardless of the other person's willingness to participate). Supplier will prohibit conduct or business entertainment that could reasonably be construed as sexual in nature. Supplier will not allow discrimination or harassment based on race, colour, age, religion, sex, gender or gender identity, sexual orientation, national origin, ethnicity, genetic information, disability, pregnancy, political affiliation, medical condition, veteran status, ancestry, union membership or marital status. These factors shall not be used as grounds for discrimination in hiring and employment practices (e.g. advancement, disciplinary decisions, benefits, training or general workplace conduct).

## 4.6 WORKPLACE VIOLENCE

ERM has a "zero tolerance" policy for workplace violence. Acts or threats of physical violence are not allowed, including but not limited to physical abuse, corporal punishment, intimidation, coercion, stalking, bullying, or similar activities. A worker who engages in acts or threats of violence will be removed from any work assignment with ERM. A workplace violence incident may result in suspension or termination of Supplier's assignment with ERM, and also may result in civil or criminal legal proceedings.

## 4.7 NO RETALIATION

Supplier shall ensure that their workforce is able to openly communicate and share grievances with management unions or regulatory authorities regarding working conditions and management practices without fear of retaliation, intimidation or harassment.

## 4.8 COMBATTING MODERN SLAVERY

ERM supports international efforts on human rights and complies with the UK Modern Slavery Act, and all Suppliers are expected to do the same. Supplier shall not employ or use any form of modern slavery in Supplier's business or in its own supply chain. Under international standards, this prohibition requirement includes forced, bonded or compulsory labour and human trafficking. ERM is committed to taking steps to ensure that modern slavery does not occur in our business or our supply chain; and we expect our suppliers to do the same. We will ask Suppliers from time to time to confirm to us the measures they are taking in their own operations to tackle the risk of Modern Slavery.

If you have a question, concern or grievance related to work for ERM and Section 4 of this Supplier Code, please contact your supervisor or ERM business contact, or if you prefer, contact our Compliance Team at [businessconduct@erm.com](mailto:businessconduct@erm.com).

## 5. CONFIDENTIALITY

ERM requires Suppliers to protect the confidential and personal data not only of ERM and persons who work for ERM, but also of our clients and persons who work for our clients.

### 5.1 ERM CONFIDENTIAL AND PROTECTED INFORMATION AND INTELLECTUAL PROPERTY

Supplier shall maintain and protect the confidentiality, integrity and availability of information entrusted to it by ERM, except when disclosure is legally mandated or is authorized by ERM. "Confidential and Protected Information" is ERM proprietary information or third-party information intended for use within ERM that, if disclosed to, or modified by, unauthorized individuals, could result in the risk of financial loss, productivity loss or damage to ERM's reputation. Confidential and Protected Information includes without limitation, client information, legal documents, contracts, proposals, information about a specific client or employee, intellectual property and trade secrets. Unauthorized disclosure of Confidential and Protected information is a violation of this Supplier Code, ERM contractual requirements, and, potentially, applicable law. Suppliers shall report any actual or suspected data breach immediately following detection to: [businessconduct@erm.com](mailto:businessconduct@erm.com).

### 5.2 DATA PRIVACY AND PROTECTION

ERM is committed to the protection and security of the personal data of our staff, clients and others in line with EU data protection law, including but not limited to the General Data Protection Regulation and equivalent laws in other jurisdictions where we operate ("Data Protection Law"). "Personal Data" refers to any information describing or relating to an identified or identifiable individual by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual.

Suppliers who collect, record, organize, store, access, adapt, alter, retrieve, use, disclose, or otherwise process Personal Data on behalf of ERM are obliged to support this commitment. In particular, all Suppliers must:

- Duly observe their obligations under Data Protection Laws;
- Process, transfer, modify, disclose, amend or alter Personal Data in accordance with the written instructions of ERM (unless otherwise required by Data Protection Laws);
- Ensure that it has appropriate technical and organizational measures to prevent unauthorized processing, accidental loss, destruction, damage, alteration and/or destruction of Personal Data, and take measures necessary to uphold Data Protection Law, which measures may include, but not be limited to, encryption, pseudonymization, resilience of processing systems and backing up of Personal Data;
- Not transfer any such Personal Data without the prior written consent of ERM.
- Comply with all specific jurisdiction laws related to transfers of such Personal Data - specifically, but not limited to, transfers of Personal Data to any country outside the European Economic Area
- Ensure the reliability of any staff who have access to Personal Data, ensure that they are subject to appropriate confidentiality and security undertakings, and that they treat all Personal Data as confidential;
- Not permit any third party to process ERM Personal Data unless that party has entered into an agreement with the Supplier that incorporates these data protection obligations;
- Promptly notify ERM of any communications received from any person regarding the processing of Personal Data, and take reasonable steps to assist ERM to respond to those communications;
- Immediately notify ERM on becoming aware of any breach of Data Protection Law, and cooperate with ERM in the investigation and remediation of any such breach;
- Inform ERM if any instruction received from ERM might infringe applicable Data Protection Laws;
- Permit ERM representatives to inspect and audit the facilities used by Supplier to process Personal Data;
- Provide assistance to ERM with Personal Data protection impact assessments, as required; and
- Immediately cease processing any ERM Personal Data upon the termination of Supplier's contract with ERM and, at ERM's option, either return or securely delete the Personal Data and confirm to ERM that this has been done.

### 5.3 COMPUTER AND SYSTEM SECURITY

Suppliers who have access to ERM computer equipment and/or ERM's information systems, or are responsible for the storage, processing or transmission of ERM information, will ensure that the security of those systems comply with the applicable ERM information and cyber security policies and standards. Suppliers must immediately report the loss of any ERM equipment or any other equipment containing ERM data, as well as any suspected or actual breach of ERM computer system or network security. Contact ERM's [businessconduct@erm.com](mailto:businessconduct@erm.com) to report any ERM-related security concerns. In addition, Suppliers must ensure the following:

- Depending on scope of engagement, a valid non-disclosure/confidentiality agreement has been signed and the receipt of which has been acknowledged by Supplier's ERM business contact;
- Computer accounts, passwords and other types of authorization are assigned to individual authorized users and must not be shared with or divulged to others. Authorized users will be held accountable for all actions taken on their system with their user identification;
- Sexually suggestive or explicit material, gaming, file sharing or other inappropriate files or websites are not downloaded or accessed;
- Inappropriate or pirated content is not stored on ERM equipment and is not used (directly or indirectly) in the provision of any materials or services to ERM;
- Only approved, authorized and properly licensed software is used on ERM computer systems;
- Only ERM-owned computers and equipment are used to connect to ERM networks;
- Internet access from ERM-owned computers or devices is not used to conduct personal business, play computer games, gamble, conduct political campaigns, or for personal gain;
- Personal devices are not recharged using an ERM computer;
- No attempts are made to circumvent or attack security controls on a computer system or network;
- ERM-issued equipment is protected from unauthorized access and theft at all times and all equipment must be password protected and locked when left unattended; and
- For those using mobile assets, applicable requirements from ERM are identified and implemented.

## 6. EXTERNAL COMMUNICATIONS

### 6.1 NEWS MEDIA

No Supplier shall represent itself to the media as speaking on behalf of ERM unless expressly authorized to do so by ERM. Any media inquiries relating to ERM shall be immediately referred to your ERM contact.

### 6.2 SOCIAL MEDIA

Supplier shall have processes in place to ensure that the use of social media by Supplier, their workforce or representatives/agents does not negatively affect ERM's reputation. Supplier's processes should specifically ensure against the following:

- Representation of any content in any social media regarding ERM without prior written approval by the ERM; and
- Posting content about ERM staff or personnel, shareholders, customers, vendors, affiliates or competitors that is derogatory or in contravention of any standards in this Supplier Code.

## 6.3 USE OF ERM BRAND OR NAME

Supplier shall not use the ERM name or refer to ERM in any of its marketing or promotional materials/websites without ERM's prior written approval, including:

- Making unauthorized business commitments involving ERM;
- Using photographs, videos or audio recordings of either ERM or ERM client projects or operations without ERM's prior written approval; and
- Using ERM's logo, trademarks or proprietary graphics in any way, without ERM's prior consent.

## 7. RAISING CONCERNS

The standards of conduct described in this Supplier Code are critical to the ongoing success of ERM. If Suppliers encounter questionable activities, ERM encourages them to immediately bring them to ERM's attention through Supplier's ERM business contact or by contacting ERM's Compliance and Ethics Team at [businessconduct@erm.com](mailto:businessconduct@erm.com). This email address can be used to raise, or report matters specifically covered in this Supplier Code, and also to report any other concerns about questionable business conduct. Messages are handled confidentially by the Compliance and Ethics Team, to the extent permitted by applicable law. Further, ERM prohibits retaliation against anyone who, in good faith, raises concerns or is involved in an investigation and will investigate any reports of retaliation and take appropriate action.

## 8. COMPLIANCE

Suppliers are expected to take all appropriate actions to enable it to comply with the requirements under this Code and to have adequate procedures in place to monitor and ensure such compliance. Suppliers are expected to take necessary corrective actions forthwith to promptly address and remedy any identified non-compliance. If a Supplier is unable or unwilling to do so, ERM may exercise its rights to suspend or terminate the relationship with any such Supplier.

## ERM GLOBAL POLICY MANUAL ADMINISTRATION

**Policy Title:** Supplier Code of Business Conduct and Ethics

**Policy Number:** 25

**Version Number:** 2

**Effective Date of this Version:** 28 June 2024

**Original Approver and Original Effective Date** Global CEO/1 December 2020. Approval and version history maintained by the ERM Legal Department.

**Policy Description:** Policy to detail ERM expectations regarding Suppliers and to set obligations for behaviour and communication.

**Authority to Amend this Policy:** Group CEO and Group General Counsel

**Authority to Waive this Policy:** None

**Policy Review Cycle:** 3 years from Effective Date of this version.

**Docket responsibility for review cycle:** Chief Compliance Officer