

# KPMG Supplier Code of Conduct

## Contents

- Contents
- Introduction
- Integrity
- Working conditions and human rights
- Prohibition on involvement in corruption or bribery
- Confidential information and Privacy
- Respect for free competition
- Environment
- Non-compliance

## Introduction

As auditors, accountants, legal advisers and consultants of the Norwegian KPMG network (KPMG), we are the heart of society and seek to take responsibility in what we do. Corporate social responsibility is therefore an indispensable part of our services and the way we work.

The KPMG Supplier Code of Conduct ("Supplier Code") is an integral aspect of our corporate social responsibility goals. That is why we ask our suppliers to take note of the content of this Supplier Code and endorse and apply the values and standards set out below.

This Supplier Code is regarded as an integral part of our business relationships.

Both the Supplier Code and the obligations included therein are – automatically and in full – an integral part of all agreements concluded with KPMG, in addition to all other contractual provisions.

We anticipate suppliers would communicate the Supplier Code to related entities, representatives, subcontractors, suppliers and/or other persons who support them in supplying to KPMG Norway, so that they are aware of, understand and will behave in accordance with the standards set out in this Supplier Code.

Thank you for your continued effort and collaboration with KPMG. Please direct all questions about this Supplier Code to KPMG Norway, Procurement Manager, Asgeir Lunåshaug: [Asgeir.Lunashaug@kpmg.no](mailto:Asgeir.Lunashaug@kpmg.no).

## Integrity

The relationship between KPMG and its suppliers is based on the principle of fair and honest business. KPMG expects its suppliers to adopt a proactive attitude and, where possible, be innovative in terms of improving the social, ethical and environmental aspects of services and/or goods delivered.

KPMG suppliers commit to:

- behaving with integrity, behaving in an ethical manner, and constantly striving to maintain the strictest ethical standards;
- complying with all applicable laws and regulations;
- avoiding any form of conflict of interest and refraining from engaging in inappropriate practices such as corruption, bribery, extortion and attempting to influence staff involved in the decision-making process or the implementation of contracts (cfr. infra for specific corruption and bribery obligations);
- respecting all intellectual property rights.

## Working conditions and human rights

KPMG suppliers and all its subcontractors must during the contract period respect and is obliged to follow the fundamental human and labor rights, as set out in international conventions and all applicable laws and regulations, including Norwegian laws and regulations, including but not limited to the Norwegian Transparency Act and the guidelines and conventions of the International Labour Organization (ILO), International Covenant on Civil and Political Rights (iCCPR), The International Covenant on Economic, Social and Cultural Rights (ICESCR) and the United Nations Declaration of Human Rights.

The supplier shall:

- allow its employees to freely associate and effectively conduct collective bargaining;
- treat their employees honestly and respectfully and provide its employees with a healthy, safe working environment;
- never seek to use child labour, forced labor or slavery;
- always treat its employees equally and never discriminate on the basis of specific characteristics such as age, race, ethnic background, religion, gender, sexual orientation or disability;
- pay wages and benefits that comply with national legal or industry standards at the minimum;
- provide its employees with written, comprehensible information about working conditions with regard to their remuneration;
- ensure that all work carried out by its employees falls under a recognized (employment) relationship as determined by national legislation and practice. Working hours must comply with national legislation, industry standards and international guidelines.
- Ensure compliance with international conventions and applicable laws and regulations in the country of production, in which the goods and/or Services shall be consistent with the requirements in the aforementioned international conventions. Where international conventions and national legislation differentiate, the highest standard shall apply.
- In order to fulfil requirements of international conventions and applicable laws and regulations, hereunder Norwegian laws and regulations, as well as to prevent and manage any deviations from the requirements, the Supplier shall have adopted policies and routines for due diligence when signing the contract. Supplier shall, in cooperation with its stakeholders, identify, prevent, mitigate and accounting for how it addresses the actual potential adverse impact on human and labour rights as set out in applicable international conventions and Norwegian laws and regulations in its own operations and in the supply chain.
- Ensure compliance with the policies and routines for due diligence in its own operations and in the supply chain. If the supplier is made aware of conditions in the supply chain that are in breach of the aforementioned, the supplier shall inform KPMG without undue delay.
- on KPMG request as soon as possible and within 14 days from KPMG's notice, provide information, contribute to audits of the requirements and/or answer any self-assessment questionnaires, to KPMG which seeks to ensure that KPMG complies with Norwegian Law and regulations, included but not limited to Norwegian Transparency Act and international conventions.
- Communicate the requirements set forth herein to all its subcontractors and to contribute to compliance with the requirements in the supply chain.

## Prohibition on involvement in corruption or bribery

KPMG suppliers must refrain from any form of corruption or bribery. KPMG's position is that bribery and corruption are unethical and unacceptable and are inconsistent with our values and our [Global Code of Conduct](#). In support of this position, we have an extensive anti-bribery and corruption program globally which includes detailed policies applicable to all member firms and their personnel, as well as training, compliance procedures and an international whistle blowing hotline.

Kickbacks, bribes and other forms of corruption or bribery are all undue advantages offered or made as a means of influencing the behavior of any person (from the public, private or political sector) with the aim of doing business with them or receiving any other advantage, such as permits, or in conjunction with tax, judicial or legal procedures.

Kickbacks, bribes and other forms of corruption or bribery can take various forms, such as cash, gifts or entertainment, services, payment of travel costs, the granting of unusually favorable credit conditions, political or charitable gifts.

KPMG suppliers commit themselves to:

- not offering, promising, inviting or accepting kickbacks, bribes or other forms of corruption or bribery (direct or indirect) even if such conduct is legal or permitted under applicable law or local custom;
- not making 'facilitation payments' unless life, limb or freedom are threatened in an immediate and credible way;
- ensuring that a third party acting on their behalf (e.g. agents, distributors, consultants, etc.) does not offer promise, invite or accept on their behalf any kickbacks, bribes or other forms of corruption or bribery;
- avoiding behavior that can give the impression of involvement in corruption or bribery;
- behaving at all times in accordance with applicable anti-corruption laws and all other anti-corruption and/or anti-kickback obligations applicable to the supplier.

When the supplier determines that the supplier (or one of its subcontractors or other persons involved in the provision of services):

- has committed – or is suspected to have committed – a violation of the above anti-corruption clauses or has acted in violation of the applicable anti-corruption legislation; or
- has received a request or demand for any undue financial or other benefit in connection with the fulfillment of the agreement with the supplier; or
- has become the subject of an official investigation or proceeding in connection with a suspected violation of the applicable anti-corruption legislation.

The supplier shall provide reasonable assistance and cooperation to KPMG in any official investigation of any kind in connection with alleged bribery and corruption, during the term of this agreement or up to six years after termination of the agreement.

## Confidential information and Privacy

KPMG suppliers shall keep strictly confidential all information – in whatever form – regarding the affairs of KPMG companies and their clients which they have obtained in the context of carrying out their work for KPMG, including but not limited to information of a technical, commercial, operational, organizational, legal, financial or accounting nature.

Suppliers commit to keep the information strictly confidential both during the performance of and after the termination of the work, using this information exclusively for the purposes for which the information was made known, and not using it for their own benefit or for the benefit of a third party or for purposes other than for which it was made known.

Suppliers commit to communicating the information only to persons engaged by them in the performance of the work if this communication is actually necessary for the performance of the work and on condition that they inform these persons about the confidential nature of the information and impose on them the same restrictions and obligations with regard to this information as defined above.

Suppliers commit to returning or destroying all information that has been submitted to them and the files and documents in which this information has been processed either on termination of the work or at the first request of KPMG.

KPMG expects suppliers to protect personal privacy and comply with applicable privacy laws as well as secure data against unauthorized access or use in accordance with firm standards.

## Respect for free competition

KPMG suppliers shall:

- act in accordance with the applicable rules of competition law;
- not enter into agreements or arrangements that distort competition (even if permitted by applicable competition rules) if such agreements or arrangements are unethical or irreconcilable with principled conduct;
- show the necessary caution in their dealings with competitors/rivals.

## Environment

KPMG suppliers shall take all necessary care for the environment and are expected to:

- demonstrate their knowledge with respect to environmental risks and impact associated with the goods and services they provide;
- have implemented an effective policy or program at all levels of the organization to reduce environmental risks and reduce the adverse environmental impact resulting from their designs, processes, services and waste emissions;
- encourage the development and dissemination of environmentally friendly technologies;
- make practical efforts to minimize the use of energy, water and raw materials; where possible, opt for sustainable or renewable energy;
- minimize the use of hazardous substances and the consumption of scarce resources.
- On KPMG request as soon as possible and within 14 days from KPMG's notice, provide information and answer questionnaires related to environmental for deliverance of services and/or goods.

## Non-compliance

This Supplier Code and the obligations contained therein form an integral part of the supplier's agreement with KPMG, in addition to all other contractual provisions.

The suppliers must therefore strictly comply with this Supplier Code. In the event of non-compliance, the supplier shall correct this non-compliance, where possible, within a short period of time.

If insufficient corrective measures have been taken or if the implementation of corrective measures is no longer possible, KPMG is entitled to terminate the agreement with the supplier with immediate effect, without prejudice to the right of KPMG to exercise other legal remedies.

Requested by KPMG, the supplier is required to provide additional information with regard to compliance with this Supplier Code for the duration of the agreement. The supplier agrees to provide this information on first request.

If the supplier is unable to comply with our Supplier Code due to local regulations or conflicting contractual requirements, the supplier must inform KPMG as soon as possible.

### Duly signed by the supplier

Company:
Name:
Title:
Date:
Place:
Signature: