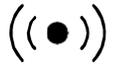


Introduction



Applicability

This Supplier Code of Conduct applies to any organization that (i) contracts with Deloitte to supply goods or services to Deloitte, (ii) contracts with Deloitte for the purposes of serving Deloitte clients, or (iii) has entered into a business relationship with Deloitte to establish eminence in the marketplace, including alliance relationships and reselling relationships ("**Supplier**").

Principles



Overview

Our expectation is that Deloitte Suppliers support Deloitte's commitment to doing not only what is good for business, but also what is good for Deloitte people, and the communities in which they live and work.

This Supplier Code of Conduct ("**Supplier Code**") outlines our expectations of Suppliers. A Supplier's contract with Deloitte may contain provisions addressing some of these same issues. Nothing in this Supplier Code is meant to supersede more stringent provisions in any particular contract.

Suppliers are expected to be aware of, understand and build processes to comply with applicable laws in jurisdictions where it operates or conducts business. Where the provisions of law and this Supplier Code address the same subject, to the extent legally permitted, Suppliers should apply the provision which furthers the intent of this Supplier Code to the greater degree.

Every Supplier is expected to meet these standards in connection with the operations of its business. Suppliers should establish and enforce policies which comply and align with the expectations of this Supplier Code. Suppliers are also expected to apply comparable standards downstream in their own supply chains.

Violations of this Supplier Code are taken seriously and should be reported upon discovery by the Supplier, per Section 3. Any violation of this Supplier Code may result in any of the following, or other, similar actions: asking the Supplier to audit its own organization or its supply chain and to report on its findings; recommending or requiring corrective-action plans; or making the Supplier a nonpreferred supplier. In some cases, the contract with the Supplier may be terminated.



Human rights

Humane treatment

Supplier shall treat workers with dignity and respect and not subject them to demeaning conditions.

Harassment

Supplier shall foster a culture and workplace that does not tolerate harassment, including sexual harassment, threats of harassment, or retaliation for reporting harassment.



Labor

Forced Labor

Supplier shall not use forced or involuntary labor nor demand work/service from an individual under threat or coercion. Work must be conducted based on freely agreed terms. Supplier shall not withhold or destroy, conceal, confiscate or deny access by workers to workers' identity or immigration documents. Supplier shall not require non-professional migrant workers to bear any costs or fees associated with their recruitment, travel or migration processing.

Child labor

Supplier shall not exploit child labor and shall not employ any workers under the age of 15 or the minimum legal working age, whichever is greater. Employment of workers under the age of 18 should not interfere with their compulsory education and should not, by the nature of the work or the circumstances in which it is carried out, be likely to harm their health, safety, or morals.

Discrimination

Supplier shall foster a culture which seeks to promote equal opportunity for all. Supplier shall not tolerate unlawful discrimination. Job candidates and employees are expected to be evaluated based on their ability to perform the job.

Wages, working hours, and other conditions

Supplier shall meet applicable standards regarding working conditions across its entire workforce, including, without

limitation, laws, regulations, and standards relating to the payment of the minimum legal wage or a wage that meets local industry standards, whichever is greater; the observation of legally mandated break and rest periods; and the health and safety of the workers in the workplace.

Freedom of association and non-retaliation

Supplier should nurture an environment where business standards are clearly understood and there are clear channels for individuals to communicate openly with management without threat of retaliation, intimidation, or harassment. Additionally, Supplier should respect the legal rights of workers to freedom of association and not hinder the rights of workers to legally organize and join associations.

Health and safety

In addition to meeting minimum legal requirements for working conditions, Supplier is expected to provide a safe, healthy work environment (e.g., clean facilities, properly maintained equipment, sufficiently lighted and ventilated facilities) and take necessary precautions to prevent accidents and injury.



Environment

Resource efficiency and waste minimization

Supplier shall seek to improve resource efficiency and reduce resource consumption including of raw materials, energy, water, and fuel. Supplier is expected to make reasonable efforts to eliminate or reduce levels of waste (both solid and wastewater) generated and to increase landfill diversion, reuse, and recycling. Supplier is encouraged to develop and use environmentally friendly innovations and practices that reduce negative environmental impacts.

Pollution and emissions reduction

Supplier shall take reasonable steps to minimize emissions of greenhouse gases and of toxic and hazardous pollutants. Supplier is encouraged to track greenhouse gas emissions and to set science-based (in line with the Paris Agreement) greenhouse gas reduction goals.



Integrity, ethics, and anti-corruption

Business integrity

Supplier shall not engage in any illegal or unethical behavior. Supplier is expected to uphold standards of fair business practices. Supplier shall endeavor to maintain its own confidential process to enable employees and contractors to report incidents of unethical behavior.

Corruption / bribery / financial crimes

Supplier shall neither make bribes nor accept them, nor induce or permit any other party to make or receive bribes on its behalf nor cause other parties, including Deloitte, to violate any applicable anti-corruption or anti-bribery laws when working on behalf of or with the other parties including Deloitte. Supplier shall use reasonable practices to prevent bribery in all forms and shall support efforts to fight corruption. Supplier shall not engage in or assist any third party with any money laundering, terrorist financing or other financial crime activities.

Gifts, entertainment, and hospitality

Supplier shall not offer, accept or solicit any gifts, entertainment, or hospitality whereby there is reason to believe, or a reasonable and informed third party would likely conclude, that there may be intent to improperly influence decisions or impair objectivity related to its business dealings.

Confidentiality / privacy

Supplier shall abide by its obligations relating to protection, collection, and proper handling of confidential and personal information.

Conflict of interest

Supplier shall not allow bias, conflict of interest, or inappropriate influence of others to override its professional judgments and responsibilities. Supplier shall voluntarily declare any such conflicts involving Deloitte personnel.

Reporting violations



Reporting suspected violations

To report questionable behavior or a possible violation of this Supplier Code, you are encouraged to work with your primary Deloitte contact in resolving your concern. If that is not possible or appropriate, you may report the issue to the relevant [Deloitte Ethics Officer](#) or by using the [applicable contact form](#).



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