



## Third Party Code of Conduct

### Introduction

Control Risks is committed to the highest ethical standards and we conduct our business in a responsible and sustainable manner wherever we operate. We cannot meet our commitments unless the third parties who work with us operate in the same manner. This document (the “**Code**”) sets out our expectations of the suppliers, contractors, subcontractors and business partners (subsequently referred to as “**Third Parties**” in this Code) with whom Control Risks has a commercial relationship. A minimum requirement is compliance with all applicable laws and regulations.

This Code complements our Code of Ethics for Control Risks employees as well as our Anti-Bribery and Anti-Corruption Policy and our Human Rights Policy. These policies are published in the [Corporate Responsibility](#) area of our website, see the Ethics section.

Specific additional standards will be communicated to certain categories of Third Party, for example with regard to labour welfare or information security.

### Our expectations and commitments

#### No bribes or tax evasion

We do not offer or accept bribes in any form, and we will not allow Third Parties to pay bribes on our behalf.

We understand bribery to include any inducement to secure a commercial or other advantage that is incompatible with the bribe-receiver’s duties and responsibilities. We include “facilitation payments” (small bribes to officials with a view to speeding up routine governmental transactions) in our definition of bribery and do not permit anyone to make these payments on our behalf.

Control Risks does not engage in any acts of corruption, including the facilitation of tax evasion, and we expect our Third Parties to maintain the same standards of business integrity.

#### Human rights

Control Risks respects the full range of human rights as summarised in the [Universal Declaration of Human Rights](#). In our operations we are guided by the [UN Guiding Principles on Business and Human Rights](#) and the [Voluntary Principles on Security and Human Rights](#). We will not accept an assignment that leads us to cause or contribute to adverse human rights impacts. We expect our Third Parties to demonstrate a similar respect for human rights in their

professional activities on our and our clients' behalf. This includes a commitment to avoid causing or contributing to adverse human rights impacts through their own activities, and to address such impacts when they occur.

## Labour welfare and modern slavery

Control Risks has zero tolerance for modern slavery and human trafficking. Our Third Parties must not use forced, bounded, compulsory or child labour or any other kind of slavery. We expect them to provide a decent working environment for their own employees in accordance with the International Labour Organisation (ILO) core conventions. This includes respecting workers' freedom of association, paying fair wages, avoiding malpractice (for example in the recruitment and management of migrant workers), and instituting grievance mechanisms. Similarly, we expect them to assess and take steps to minimise the risk of modern slavery in their own supply chains.

If we find evidence of modern slavery or human trafficking in our supply chains, we will in the first instance work with our Third Parties to identify appropriate remedies. If this is not feasible, we reserve the right to terminate our relationship with them subject to the applicable contract.

## Equal opportunities and diversity

We expect our Third Parties to ensure an inclusive working environment where everyone is treated with respect and dignity regardless of their race, ethnicity, gender, gender identity and expression, sexual orientation, neurodiversity and disability.

## Sexual harassment

Control Risks is committed to providing a respectful and safe working environment for all employees which includes a zero-tolerance approach to sexual harassment. If a Third Party sexually harasses a member of our organisation we will conduct an investigation and any necessary actions will be taken against the Third Party. Depending on the nature of any complaint, whether against a member of our organisation or a client organisation, we reserve the right to terminate our relationship with the Third Party subject to the applicable contract.

## Environmental sustainability

Control Risks recognises the need to embed all aspects of environmental sustainability across our business and this includes our engagement with our Third Parties. We are working towards minimising our climate footprint. We look for Third Parties who demonstrate a similar proactive approach to the environment. In the future we will be asking our largest Third Parties to commit to measurable reductions in their carbon footprint.

## Health and safety

Wherever they operate, we expect our Third Parties to adhere to safe working practices for the benefit of themselves and those around them. This includes complying with applicable health, safety and environmental (HSE) laws and standards.

## Confidentiality and information security

Our Third Parties must not share confidential information gained in the course of their work with anyone who is not permitted to receive it.

Third Parties should maintain technical and organisational measures to protect information against unauthorised access, leakage, corruption, or loss; these information security threats could be deliberate or accidental.

We expect our Third Parties to keep accurate records of all business activities in accordance with legal and regulatory requirements.

If a Third Party has reason to suspect a breach of confidentiality, for example as a result of a hacking incident, they must report this to their Control Risks point of contact as a matter of urgency and within 72 hours of discovery.

Where our Third Parties access our organisation's data or the data of our clients, we may require them to comply with our *Minimum Security Requirements* (available on [our Trust Centre](#), see the Information Security section).

## Conflict of interest

We expect our Third Parties to avoid any situations where their interests conflict with those of Control Risks. If they think that they may have a conflict of interest, they must raise the matter with their Control Risks point of contact or the Control Risks General Counsel (via [legal@controlrisks.com](mailto:legal@controlrisks.com)), sharing all necessary details.

At the personal level, an example could include a situation where the Third Party's friend or relative is a Control Risks manager who decides whether or not to procure their services. At the corporate level, an example could include cases where the Third Party is providing services to Control Risks in relation to our client's competitive transaction, whilst they (the Third Party) are also providing services to the party opposing our client in that same competitive transaction.

Similarly, Third Parties may not use commercially sensitive information gained while working for Control Risks for personal benefit or the benefit of an organisation other than Control Risks, for example by sharing it with another company which is in competition with Control Risks or its client or for insider trading purposes.

## Implementation

We expect our Third Parties to take practical steps to implement this Code effectively. For corporate entities these steps will include appropriate compliance frameworks to communicate principles that are compatible with this Code to their own personnel, including through written policies as well as training and grievance mechanisms.

## Raising concerns and reporting problems

If any Third Party wishes to raise a question or express a concern relating to any aspect of this Code, they should in the first instance get in touch with their Control Risks point of contact. Alternatively, they may contact [ethicsenquiries@controlrisks.com](mailto:ethicsenquiries@controlrisks.com).

Information about our Third Party Grievance Process is available [here](#).

Control Risks takes its ethical commitments and the expectations in this Code seriously. If a Third Party fails to follow this Code, we will in the first instance look for corrective action but if that is not feasible we reserve the right to terminate the business relationship subject to the applicable contract.