

# Supply Chain Ethical Code

---

## BACKGROUND

At every turn, Refinitiv endeavors to do the right thing, conducting our business honestly and with good judgment while complying with the many different laws, rules and standards of conduct that apply to us in the countries where we do business. We are also committed to developing strong business relationships with high quality Suppliers that have committed to operate under ethical standards equivalent to our own.

Refinitiv ethical values and our resulting approach to the way we do business are reflected in the Refinitiv Code of Business Conduct and Ethics, which applies to all officers, directors and employees of Refinitiv. The current Code of Business Conduct and Ethics can be found online in various languages at: [refinitiv.com/en/policies/code-business-conduct-ethics](https://refinitiv.com/en/policies/code-business-conduct-ethics).

The Refinitiv Supply Chain Ethical Code applies specifically to our Suppliers (or "Business Partners") worldwide and seeks to encourage comparable standards of behavior, thereby driving commitment to ethical improvements through our supply chain. The current Supply Chain Ethical Code can be found online in various languages at: [refinitiv.com/en/supplier-portal/supply-chain-ethical-code.html](https://refinitiv.com/en/supplier-portal/supply-chain-ethical-code.html).

## SUPPLIER REQUIREMENTS

As a Refinitiv Supplier, you are required to comply with the provisions of this Code.

## DEFINITIONS

In this Code:

- "Supplier" and "Business Partner" mean a company, partnership or individual that is supplying goods and/or services to one or more members of the Refinitiv group of companies.
- "Worker" means any individual whom the Supplier employs, hires, engages or otherwise uses to conduct its business.

## SCOPE

The terms of this Code apply equally (i) to any affiliated company of the Supplier and (ii) to any agent or sub-contractor of the Supplier to the extent that such agent or sub-contractor is performing services for the Supplier or its affiliated company. Accordingly, the term "Worker" may also include any individual employed, hired or otherwise engaged by the Supplier's affiliated companies or by the Supplier's or its affiliated companies' sub-contractors or agents.

## OBLIGATIONS

### 1. Employment is chosen freely

- Workers work voluntarily and are neither forced nor bonded to work nor work in an involuntary capacity in prison labor. Supplier will not use, participate in, or benefit from, any form of human trafficking.
- Workers are not required to pay Supplier or its agents recruitment fees or other fees. Workers are also not required to lodge "deposits" or their identity papers (such as passports or drivers' licenses) with Supplier and Supplier may not deny access to such identity papers. Workers are free to terminate their employment or other working relationship with Supplier at any time after reasonable notice without reprisal.
- To every extent possible, work performed must be done on the basis of a recognized employment or independent contractor relationship established in accordance with local law and practice.

### 2. Freedom of association and the right to collective bargaining are respected

- Workers have the right to associate freely, join or form trade unions or works councils of their own choosing and to bargain collectively in accordance with local legislation. Workers will also have the right to refrain from any such activities.
- Supplier will comply with all applicable legislation regarding the activities of trade unions and works councils and their organizational activities.

- Workers' representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.
- Where the rights to freedom of association and collective bargaining are restricted under applicable law, Supplier will not restrict the development of other legal means for independent and free association and bargaining.

### **3. Working conditions are safe, healthy and hygienic**

- Workers will be provided with a safe, healthy and hygienic working environment, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps will be taken to prevent accidents and injury to Workers arising out of, associated with, or occurring in the course of work carried out by the Workers, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Where hazards cannot be adequately controlled, Workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers will not be disciplined for raising safety concerns. Supplier will identify and address potential emergency situations and events and will implement emergency plans and response procedures (including, without limitation, appropriate fire detection and suppression equipment and adequate exit facilities).
- Workers shall receive appropriate health and safety training. Health and safety-related information will be clearly posted in Supplier facilities in appropriate languages.
- Workers will be provided with access to clean toilet facilities and drinkable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- Living accommodation, where provided, shall be clean, safe and meet the basic needs of the Workers.
- Supplier will assign responsibility for health and safety to a senior management representative.
- Supplier is expected to operate in a manner that complies with applicable health and safety laws and regulations.

### **4. Child labor shall not be used**

- Supplier will not use child labor. The term "child" means any person who is (a) under the age of 15 or (b) under the minimum age for employment in the country, whichever is greatest.
- Workers under the age of 18 will not perform work that is likely to jeopardize their health or safety, including shifts at night or working in hazardous conditions.

### **5. Wages and benefits**

- Wages and benefits paid to Workers shall comply with applicable wage laws, including those related to minimum wages, overtime hours and legally mandated benefits.
- All Workers will be provided with written and understandable information about their wages and benefits before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid through a pay stub or other documentation.
- Deductions from wages as a disciplinary measure shall not be permitted, nor shall any deductions from wages not provided for by applicable legislation be permitted without the express permission of the Worker concerned.

### **6. Working hours are not excessive**

- Working hours shall not exceed the maximum set by local legislation. Workweeks should be no more than 60 hours per week, including overtime, except in emergency or unusual situations or where a Worker voluntarily chooses to work more hours, is not pressured to do so and Supplier remains in compliance with applicable legislation related to maximum hours. Workers shall be allowed at least one day off per seven day week.

### **7. No discrimination is practiced**

- Supplier will be committed to a workforce free of harassment and unlawful discrimination. Supplier will not engage in discrimination in hiring and employment practices, such as compensation, access to training, promotion, termination or retirement based on race, color, religion, age, sex, gender, pregnancy, marital status, sexual orientation, gender identity and expression, national origin, citizenship status, disability, veteran status or any other classification protected by applicable laws or regulations.

### **8. No harsh or inhumane treatment is allowed**

- Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be strictly prohibited.

## 9. Anti-bribery and Anti-corruption

- Supplier will comply at all times with all applicable anti-bribery and anti-corruption laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.
- Supplier will not accept, offer, promise, pay, permit or authorize:
  - bribes, facilitation payments, kickbacks, or illegal political contributions;
  - money, goods, services, entertainment, employment, contracts, or other things of value, in order to obtain or retain improper advantage; or
  - any other unlawful or improper payments or benefits.
- Supplier will ensure its business records and all requests for payment fully and accurately reflect transactions, expenditures and/or services performed. All payments or requests for reimbursement shall be substantiated by authorized written receipts, invoices or other appropriate documentation detailing the expenses or costs incurred and/or work performed on behalf of Supplier or Refinitiv.
- Supplier will keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of Refinitiv or out of funds provided by Refinitiv. Supplier agrees to promptly furnish a copy of this accounting to Refinitiv upon request.
- Supplier will engage reputable Workers and ensure they understand and adhere to these requirements.

## 10. Supplier Diversity

- Supplier will, on request, provide Refinitiv with evidence that it has implemented or is working toward implementing a supplier diversity program and/or supplier diversity policy. In the absence of such evidence, Supplier will provide a statement describing its current position regarding diversity.

## 11. Environment

- Supplier will, on request, provide Refinitiv with evidence that it has implemented or is working toward implementing an environmental program and/or environmental policy. In the absence of such evidence, Supplier will provide a statement describing its current position regarding the environment.
- Supplier is expected to operate in a manner that complies with applicable environmental laws and regulations. Compliance will include, but not be limited to, air, water, solid waste, hazardous waste, electronic waste and energy efficiency/carbon footprint.

## 12. Ensuring Compliance, Questions and Reporting Concerns

- On request, Supplier will furnish Refinitiv with relevant information and data to support its compliance with this Code.
- Subject to local laws and any legal restrictions applicable to such reporting, Supplier is expected to promptly report to Refinitiv any violation of this Code that it becomes aware of. Supplier or any of its Workers may report violations or ask questions about this Code through the Refinitiv Business Conduct and Ethics hotline by calling: +(1) 855-581-5184 (outside of the United States and Canada, dial your country access number prior to "1" which is the international code used to dial the U.S. and Canada) or online at: [refinitiv.ethicspoint.com](https://refinitiv.ethicspoint.com). Confidentiality will be maintained to the fullest extent possible, consistent with the need to conduct an adequate review. Supplier agrees not to retaliate against any of its Workers who, acting in good faith, report what they reasonably believe is a violation of this Code.