



KPMG
code of
conduct
for
vendors

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Foreword

As auditors, accountants, tax consultants, lawyers and consultants of the Belgian KPMG network ("KPMG"), we are at 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.

Our code of conduct for vendors is an integral aspect of our corporate social responsibility goals. That is why we ask our vendors to take note of the content of this code of conduct and endorse and apply the values and standards set out below.

This code of conduct is regarded as an integral part of our business relationships.

Both the code of conduct 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.

The vendor shall inform all employees, colleagues, representatives, subcontractors, vendors and/or other persons deployed to perform the work about this code of conduct and warrants that the aforementioned persons will behave in accordance with this code.

Integrity

The relationship between KPMG and its vendors is based on the principle of fair and honest business. KPMG expects its vendors 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 vendors 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 (see infra for specific corruption and bribery obligations).
- respecting all intellectual property rights



Working conditions and human rights

KPMG vendors must respect fundamental human and labor rights, as set out in the guidelines and conventions of the International Labour Organization (ILO) and the United Nations Universal Declaration of Human Rights.

The vendor 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 labor, 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.

Prohibition on involvement in corruption or bribery

KPMG vendors must refrain from any form of corruption or bribery.

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:

- i. Cash
- ii. Gifts or entertainment
- iii. Services
- iv. Payment of travel costs
- v. The granting of unusually favorable credit conditions
- vi. Political or charitable gifts

KPMG vendors 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 vendor.

When the vendor determines that the vendor (or one of its subcontractors or other persons involved in the provision of the 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 vendor; or
- has become the subject of an official investigation or proceeding in connection with a suspected violation of the applicable anti-corruption legislation,

The vendor 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

KPMG vendors 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.

Vendors commit to keeping the information strictly confidential both during the performance of and after the termination of the work, to using this information exclusively for the purposes for which the information was made known, and to 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.

Vendors 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.

Vendors 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.

Respect for free competition

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

- demonstrate their knowledge with respect to environmental risks and impacts 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;
- Reduce greenhouse gas emissions in their value chain and develop a plan for emission reduction;
- Develop a methodology to determine the carbon footprint of the products and services they provide, and provide information to KPMG upon request;
- minimize the use of hazardous substances and the consumption of scarce resources.

Non-compliance with this code of conduct – consequences

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

The vendor must therefore strictly comply with this code of conduct. In the event of non-compliance, the vendor 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 vendor with immediate effect, without prejudice to the right of KPMG to exercise other legal remedies.

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

If the vendor is unable to comply with our code of conduct due to local regulations or conflicting contractual requirements, the vendor must inform KPMG as soon as possible.

KPMG Hotline

Should you have any concerns about illegal or improper conduct within KPMG, please contact the responsible KPMG Hotline, which can be found using the following link: <https://home.kpmg/be/en/home/misc/international-hotline.html>

You will also find here further information on how to use the KPMG Hotline, and on how your report will be dealt with.

Duly signed by the vendor

Company
Name:
Job title:
Date:
Place:
Signature:

home.kpmg/be/social



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