



KPMG Code of Conduct for Vendors



A photograph of two women in professional attire standing on a modern staircase. The woman on the left is wearing a light blue blouse with a decorative scalloped front and black trousers. The woman on the right is wearing a grey blazer over a white top and black trousers. They are both smiling and looking at each other.

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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. We are committed to conducting business with integrity, transparency, and ethical responsibility. Our suppliers play a crucial role in helping us achieve our mission, and we expect them to uphold the highest standards of ethical conduct. This Code of Conduct for Vendors outlines our requirements business practices, integrity, labor standards, human rights, environmental responsibility, confidentiality and compliance with laws and regulations.

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 the binding contractual relation with the supplier and non-compliance entails sanctions.

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.

This code is based on internationally recognized frameworks and standards such as:

- **United Nations Global Compact (UNGC)**
- **Universal Declaration of Human Rights (UDHR)**
- **United Nations Guiding Principles on Business and Human Rights (UNGPR)**
- **International Labour Organization (ILO) Standards**
- **United Nations Sustainable Development Goals (SDG's)**

2 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);



vendors must ensure that their subcontractors and supply chains adhere to this Code of Conduct and meet the same ethical and legal standards outlined herein;



respecting all intellectual property rights.

Working conditions and human rights

KPMG has been a signatory of the United Nations Global Compact (UNGC) since 2002 and has been committed to its 10 principles covering Human Rights, Labor, Environment and Anti-corruption.

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;
- prohibit 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:

1. Cash
2. Gifts or entertainment
3. Services
4. Payment of travel costs
5. The granting of unusually favorable credit conditions
6. 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 anticorruption laws and all other anti-corruption and/or antikickback 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.

5

Data protection and Confidential information

KPMG vendors shall keep strictly confidential all information – in whatever form – regarding the affairs of KPMG 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 must safeguard confidential information, comply with data protection regulations such as the General Data Protection Regulation (GDPR), applicable national laws and KPMG's standards, and ensure the security of any sensitive information shared during any business interaction.

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.

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Respect for free competition

KPMG vendors shall:

1

act in accordance with the applicable rules of competition law;

2

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;

3

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:

1

demonstrate their knowledge with respect to environmental risks and impacts associated with the goods and services they provide;

2

have implemented an effective sustainability policy or program at all levels of the organization (including their supply chain) to reduce environmental risks and reduce the adverse environmental impact resulting from their designs, processes, services and waste emissions;

3

encourage the development and dissemination of environmentally friendly technologies;

4

make practical efforts to minimize waste and the use of energy, water and raw materials; where possible, opt for sustainable or renewable energy; recycling and circularity principles;

5

Reduce greenhouse gas emissions in their value chain and develop a plan for emission reduction;

6

Develop a methodology to determine the carbon footprint of the products and services they provide, and provide information to KPMG upon request;

7

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. KPMG reserves the right to monitor supplier compliance with this Code of Conduct through audits, assessments, and other means. KPMG expects that suppliers will actively monitor and audit their management processes with respect to the KPMG Code of Conduct for vendors and provide evidence to KPMG upon request. In the event of non-compliance, the vendor shall correct this non-compliance, where possible, within a short period of time.

Vendors must promptly report any known or suspected violations of this Code of Conduct such as potential wrongdoings or malpractices to your KPMG contact.

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 in Belgium, please contact the responsible KPMG Hotline, which can be found using the following link:

<https://kpmg.com/be/en/home/misc/whistleblowing-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.

Within seven days of receipt of the report, an acknowledgment of receipt will be provided to you. Your report will be subject to appropriate confidentiality and non - retaliation policy. The report will be promptly and diligently investigated.

Duly signed by the vendor

Company:

Name:

Job title:

Date:

Place:

Signature:



The information contained herein is of a general nature and is not intended to address the circumstances of any particular individual or entity. Although we endeavor to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

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