

# GLOBAL SUPPLIER CODE OF CONDUCT



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Statement of policy  
from BrandSafway

**BRAND** > **SAFWAY**®

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**B**rand Industrial Services, Inc. and all subsidiaries and affiliates (“BrandSafway”) is committed to high ethical standards and to conducting business with honesty, integrity and in compliance with applicable laws and regulations. Integrity not only underpins how BrandSafway does business, but also how we expect our business partners, including all suppliers of goods and services (collectively, “Suppliers”) to conduct business and to share our values and act accordingly.

As we work with Suppliers globally, we expect Suppliers to comply with applicable laws and regulations of the countries in which we do business. BrandSafway is committed to preventing bribery and corruption and for maintaining a company culture in which bribery or any unethical conduct is never acceptable. This Supplier Code of Conduct outlines our expectations for Suppliers, and any failure to comply with these minimum requirements may jeopardize a Supplier’s relationship with BrandSafway including potential termination or cancelation of orders or contracts.

Environmental Social Governance and Labor Conditions & Human Rights is an area in which we particularly focus on. As part of the BrandSafway audit processes, we may request information on key procedures you as a Supplier must have in place. We reserve the right to request this directly or through an accredited third party, such as information contained within various International Organization for Standardization documents (ISO).

#### **Who to contact with questions in relation to the Supplier Code of Conduct**

For any questions or concerns relating to matters set out in this document please contact:

**Scott Lehman, Supply Chain VP at [slehman@brandsafway.com](mailto:slehman@brandsafway.com)  
or Lisa Hoy, Director, International Supply Chain, at [lhoy@brandsafway.com](mailto:lhoy@brandsafway.com).**

#### **How to report a concern or breach of conduct**

Suppliers shall promptly inform BrandSafway of any violations, including accidental violations, by the Supplier for appropriate remedial action. Suppliers and individual third parties may raise concerns regarding potential violations of this Code by a Supplier or potential violations of our Code of Conduct by a BrandSafway employee or other ethical or compliance issues. BrandSafway commits to never retaliate against a supplier for making a good faith report of a potential, suspected or actual breach of the law, our Code of Conduct or the Supplier Code of Conduct. Reports can be made to our ethics and compliance hotline, which is administered by an independent provider and can be reached in any of the following ways:

**Online:** [www.brandsafway.ethicspoint.com](http://www.brandsafway.ethicspoint.com)

**Telephone:** If calling from the U.S.: 1-844-381-9320  
If calling from International: visit online address above, select your country, and call the telephone number designated for your specific country.

**Mail:** BrandSafway – Attn: Chief Compliance Officer  
1325 Cobb International Drive, Ste. A-1  
Kennesaw, GA 30152



# Environmental, Health and Governance (ESG)

At BrandSafway, we believe that a sustainable future is a basic right of all. In support of our commitment to social sustainability, ethical conduct and environmental stewardship, we strive to advance procurement practices that appropriately manage social, environmental and governance risks. These practices include BrandSafway doing business only with ethical partners not subject to any government-imposed sanctions or restrictions, encouraging supplier partners to operate in an environmentally responsible and sustainable manner, and promoting economic diversity and inclusion throughout our supply chain.

## **Health and Safety**

At BrandSafway, safety comes first. Our absolute commitment to a safe work environment is at the heart of our operating systems and programs. Similarly, the Supplier shall provide its employees with a safe and healthy workplace to prevent accidents and injury to health. To that effect, the Supplier shall take a proactive approach to health and safety by implementing policies, systems and training designed to prevent accidents, injuries and protect workers' health.

## **Environment**

BrandSafway is committed to environmental stewardship and the efficient use of resources, respect for the environment and communities, and above all, safe and healthy workplaces. Suppliers must operate in compliance with applicable environmental laws, rules, regulations, and ordinances. In addition, we expect our Suppliers to minimize the impact on the environment from their operations and maximize the efficient use of resources, and the implementation of best practices such as sustainable waste management, conservation of natural resources including water and energy, and reduction of greenhouse gas and other harmful emissions.

## **Human Rights**

BrandSafway supports the conditions set forth in the Universal Declaration of Human Rights and defined by the International Labour Organisation (ILO). We expect Suppliers to share our commitment to respect and support human rights and to ensure no involvement in human rights abuses.

## **Ensure Non-Discrimination, Non-Harassment and Inclusiveness**

Every employee shall be treated with respect and dignity. The Supplier shall not unlawfully discriminate and shall advance equal opportunity in its hiring and employment practices. The Supplier shall promote a culture of diversity, equity and inclusion in its workplace and supply chain. All forms of harassment are prohibited, including mental or physical intimidation, threat of physical abuse, sexual harassment, or retaliation.

## **Human Trafficking and Forced Labor**

The Supplier shall not under any circumstance use or benefit from, any form of human trafficking or modern slavery, including forced or compulsory labor or any other form of involuntary labor or service which is extracted from any person under coercion, harassment, the menace of any penalty such as the use of physical punishment, confinement, or threats of violence as a method of discipline or control as defined by the ILO.

## **Child Labor and Illegal Employment**

The use of illegal or unethical child labor by the Supplier or in its supply chain is strictly prohibited and the Supplier shall comply with the ILO. The Supplier shall not employ any unregistered workers and undertakes to honor all obligations with respect to reporting to the administrative, labor and tax authorities as required in the countries concerned.

## **Provide Fair Remuneration in relation to Wages and Working Conditions**

The Supplier must comply with all applicable laws and regulations relating to wages, remuneration and working hours, including those applicable to minimum wages, overtime, and benefits requirements. The Supplier is expected to provide its employees fair and livable compensation.



# Ethical and Lawful Business Practices, Anti Bribery and Corruption

BrandSafway is committed to conduct its business activities honestly, ethically, with integrity and in compliance with applicable laws. We expect our supply chain partners to conduct their business activities in the same way, ethically and in accordance with all applicable anti-bribery and anti-corruption laws and regulations.

## **Anti-Bribery and Anti-Money Laundering**

Suppliers are prohibited from offering or accepting any form of bribery, (including facilitation payments and kickbacks), fraud, financial deception, or money laundering. Suppliers shall not exercise improper influence or directly or indirectly offer, give, or promise money or any other thing of value (including gifts, meals, entertainment, or other business courtesies and benefits or favors, regardless of value) for an improper purpose or to influence a business decision. This prohibition applies regardless of local laws or whether the recipient is a government official or representative of a private company. Similarly, Suppliers shall not solicit or accept any bribes, kickbacks, or other improper payments.

## **Competition and Fair Dealing**

Suppliers shall not engage in any market abuse or enter into anti-competitive agreements or otherwise seek to undermine free and fair competition in violation of applicable antitrust and competition laws. All information regarding a Supplier's products and services must be accurate and truthful. Misleading statements intended to gain a competitive advantage and disparaging or untrue statements about competitors are prohibited.

## **Conflict of Interest**

Suppliers must remain free of conflicts of interest and are prohibited from benefiting from inside information or confidential information. When dealing with BrandSafway, Suppliers must remain free from personal, business, or other relationships or arrangements that could create a conflict of interest. Any potential conflicts of interest must be promptly disclosed so that appropriate remedial actions can be taken.

## **Data Protection and Privacy**

Suppliers shall take adequate measures to ensure sufficient protection of business computing systems, confidential information, and data received from BrandSafway. Suppliers shall protect the privacy of BrandSafway data and the privacy rights of its employees. When applicable, the Supplier shall process and/or transmit data in accordance with contract terms and in compliance with any applicable legislation relevant to the protection of data and privacy such as the EU General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

## Gifts & Hospitality

BrandSafway Suppliers shall not offer, give, promise, solicit, or accept any gifts and hospitality to improperly influence a business decision. Gifts and hospitality mean anything of value, including but not limited to meals, entertainment, travel, discounts, loans, favorable terms on any product or service, prizes, transportation, and accommodation, use of another company's vehicles, use of vacation facilities, stocks or other securities, home improvements, cash or cash equivalents, tickets, and gift certificates. Suppliers are discouraged from offering any gifts and hospitality above a nominal or modest value. All business courtesies given or received must be lawful, reasonable in value, infrequent in nature, consistent with industry standards, and given for legitimate business reasons where the situation could not give rise to an appearance of impropriety. Gifts or hospitality that becomes too repetitive or carry a perception of influence or obligation for either the provider or recipient are prohibited. No gifts or hospitality should be offered, provided or received during a tender or competitive bidding process. BrandSafway Supply Chain employees are required to disclose gifts or hospitality offered by Suppliers.

# Conclusion

## Suppliers Must

- › Conduct business in an ethical and lawful manner, and only do business with ethical partners.
- › Require their suppliers to adhere to the same ethical standards of conduct.
- › Remain free from relationships that may create a conflict of interest and disclose in advance any such relationship that might represent a potential conflict of interest.
- › Comply with all applicable laws and regulations, including but not limited to, laws and regulations relating to the environment, ethical business conduct, labor and human rights, fair competition, anti-bribery and anti-corruption, anti-trust, money laundering, export controls, intellectual property rights, and data privacy and protection.
- › Promote environmental stewardship such as conservation of natural resources, reduction of harmful emissions and responsible water management.
- › Support efforts to promote diversity, equity and inclusion in their workforce and supply chain.
- › Keep accurate records of all matters related to their business dealings with BrandSafway and provide copies upon request.
- › Protect BrandSafway's confidential information, Intellectual Property rights, and assets and act to prevent its misuse, theft, fraud or improper disclosure.
- › Exercise appropriate care and implement security measures to protect business computing systems, data, and confidential information.
- › Ensure that any transactions involving items or information subject to export controls are lawful, including compliance with all laws and regulations governing the importation and exportation of goods and information.

## Suppliers Must Not

- › Pay or make any form of bribes, kickbacks, or facilitation payments regardless of local laws.
- › Engage in any form of fraud or corruption, including money laundering.
- › Allow unlawful discrimination or harassment in their workforce or their supply chain.
- › Allow the use of illegal or unethical child labor or the use of forced or coerced labor.
- › Engage in conduct on behalf of BrandSafway that BrandSafway itself would be prohibited from engaging in or which may damage the reputation of BrandSafway.
- › Develop relationships with BrandSafway employees, whether financial or otherwise which might conflict with the BrandSafway employee's obligation to act in the best interest of BrandSafway.
- › Directly or indirectly disclose proprietary or confidential information of a competitor or third party to an employee of BrandSafway.
- › Supply goods containing 'Conflict Minerals' which include columbite-tantalite (coltan), cassiterite, wolframite, tin, tungsten, tantalum or gold.
- › Directly or indirectly engage in business dealings or financial transactions with individuals or entities that are subject to government economic sanctions or on a prohibited-parties list.

## Compliance with this Supplier Code of Conduct

BrandSafway reserves the right to assess and monitor Supplier compliance with this Supplier Code of Conduct. Any non-compliant Suppliers will be expected to implement immediate corrective action. In the event of any violation of this Code or if BrandSafway reasonably believes there to be a violation, BrandSafway may take appropriate remedial actions or future corrective measures. Violations may jeopardize a Supplier's approval status with BrandSafway including potential termination or cancelation of orders or contracts.

## Acceptance of Supplier Code of Conduct

By agreeing to do business with BrandSafway, the Supplier accepts and agrees to comply with the Supplier Code of Conduct and agrees that this Code of Conduct supplements any contract or agreement with BrandSafway. Therefore, this Supplier Code of Conduct is deemed as accepted upon receipt and no signature return from the Supplier is required.

This document may be updated periodically, you can find the latest version at [www.brandsafway.com](http://www.brandsafway.com). A copy may also be provided as part of our Supplier Approval process, and a link to the Supplier Code of Conduct may be included on our Purchase Orders and Contracts.