

Supplier Code of Conduct for Suppliers and Business Partners of CDM Smith SE

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Supplier Code of Conduct CDM Smith SE



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FOREWORD

CDM Smith SE and all its group companies and branch offices (“**CDM Smith**”) are committed to high social and ecological standards in its business area. In particular, it makes sure that social minimum standards are implemented and human rights and the relevant environmental and compliance regulations are observed in its business relationships with its suppliers and business partners.

This Code of Conduct defines the expectations and principles that CDM Smith has of its suppliers and business partners (“**Business Partners**”) when they manufacture and deliver goods and render services to CDM Smith (the “**Expectations and Principles**”).

The Expectations and Principles set forth in this Code of Conduct are based on the applicable national laws and the legal requirements of the European Union and consist of social and ecological standards that are acknowledged worldwide, such as the conventions of the International Labour Organization (ILO), the UN Universal Declaration of Human Rights, the United Nations Convention on the Rights of the Child, the United Nations Convention on the Elimination of all Forms of Discrimination Against Women, the UN Global Compact, and the OECD Guidelines for Multinational Enterprises.

Bochum, January 31, 2024

Board of Directors of CDM Smith SE

1 APPLICABILITY OF THE CODE OF CONDUCT; COMPLAINTS

This Code of Conduct applies to all contracted services that Business Partners render for one of CDM Smith's companies.

Each Business Partner can contact CDM Smith's Compliance Office at any time if it is unsure of the correct behavior for the purposes of this Code of Conduct or would like to report a potential risk or misconduct on its part or on the part of third parties connected with CDM Smith. Reports can also be given anonymously using CDM Smith's complaint system (cf. section 5.10).

In any case, we guarantee the tip will be handled confidentially. Retaliatory measures against the whistleblower are expressly forbidden. Neither the Business Partners nor their employees may make it more difficult or impossible to contact the person in charge at CDM Smith or access the complaint system set up at CDM Smith.

2 BUSINESS INTEGRITY

2.1 Fair competition and antitrust law

Our Business Partners must comply with the regulations on fair advertising and fair competition in connection with their business activity for CDM Smith. And the applicable antitrust and competition laws must be applied, which forbid collusion and other activities that influence prices or conditions when dealing with competitors.

2.2 Avoiding conflicts of interest

The Business Partner ensures that business decisions regarding CDM Smith are free from any conflicts of interest with private relationships or other economic or other activities.

2.3 Combatting corruption and bribery

CDM Smith does not tolerate corruption and expects the same of its Business Partners; this includes subsidy fraud, bribery, or accepting an advantage dishonestly. Neither the Business Partner nor their employees accept or offer bribes, kickbacks, impermissible donations, gifts, or advantages during their business activities. To that end, the Business Partner must comply with at least the national laws and regulations.

2.4 Subsidy fraud and instigation of subsidy fraud

If an order is awarded based on a formal tendering procedure, the Business Partner will neither discuss nor coordinate the offer with other bidders.

2.5 Preventing money laundering

Money laundering means bringing assets from criminal activity into circulation through additional business activities. The Business Partner complies with the statutory requirements for preventing money laundering and does not take part in money laundering activities.

2.6 Data privacy; Intellectual property; Nondisclosure

The Business Partner must take the reasonable expectations of its customers, suppliers, customers, consumers, and employees into account where protecting sensitive data such as personal information and trade secrets is concerned. The Business Partner must comply with the laws on data privacy and information security and the official regulations when collecting, storing, processing, transmitting, and forwarding sensitive data. The Business Partner must treat the whistleblower's identity as confidential, particularly when processing tips as parts of complaints.

The Business Partner must uphold and respect the rights to intellectual property and protect relevant data in this regard.

All trade and business information received due to the collaboration with CDM Smith that was not lawfully and publicly provided is subject to nondisclosure (secrecy) and must not be disclosed to unauthorized third parties. This also applies to the time after the business relationship has ended. Sensitive information is also protected by reciprocal nondisclosure agreements.

2.7 Using artificial intelligence

The Business Partner ensures that developments connected with artificial intelligence comply with applicable law and that the systems developed are free from discrimination and controlled exclusively by humans. Sufficient protection and the security of data must be observed to that end.

2.8 Respecting the environment and natural resources

The Business Partner must endeavor to maintain ecological balance, avoid environmental pollution, and spare natural resources. CDM Smith expects the Business Partner to continually try to make their relevant operational processes and carbon footprint more efficient and sustainable. Ecological responsibility must be guaranteed within the entire service / product cycle.

The Business Partner is urged to reduce or avoid the use and consumption of resources during production (such as water and energy), the emissions of greenhouse gases, and the production of waste as much as possible.

3 HUMAN RIGHTS AND SOCIETY

3.1 Upholding human rights

The Business Partner promises to uphold human rights in accordance with the United Nations Universal Declaration of Human Rights and respect the principles of the United Nations Global Compact. These demand that companies acknowledge, support, and put into practice a catalog of basic values within their area of influence.

3.2 Prohibition of forced labor, slavery, and child labor

CDM Smith does not tolerate forced labor. Therefore, any type of forced labor, such as that brought about through the provision of a deposit or withholding ID papers from employees at the beginning of their employment, is forbidden. Modern slavery, prison labor, and comparable work that violates fundamental human rights are also forbidden. All work must be performed voluntarily and with no threat of punishment. Employees must be able to end their employment at any time. The use of physical punishment or psychological or physical coercion is forbidden.

No child labor may be used in any cooperation with CDM Smith. Business Partners are encouraged to adhere to the recommendation from the ILO conventions on the minimum age for employing children. According to those conventions, children cannot be employed while the law to which they are subject still obligates them to go to school (and not under 15 in any case). The rights of young employees must be protected, and special protective regulations for children and adolescents must be complied with.

3.3 Work safety and work protection

The laws, regulations, and standards on work safety and health protection that apply at the place of employment are complied with. The Business Partner must provide a safe, healthy work environment for its employees. Clear rules and procedures for guaranteeing health and safety in the workplace must be set up and obeyed. Furthermore, employees must be regularly informed and trained in applicable health protection and safety standards and measures on a regular basis or as needed.

3.4 Adequate wages and working time

The remuneration for regular working hours and overtime must be in line with the applicable statutory minimum wage or the minimum standards typical in the industry, whichever is higher. All employees must be granted the benefits prescribed by law. Wage deductions must not be used as punishment.

The laws and industry standards that apply at the place of employment must be complied with. The maximum permissible weekly work hours apply, in accordance with national legislation. All overtime must be voluntary and remunerated separately. All employees are entitled to at least one free day after six consecutive working days. More working days in a row are permitted only if this is allowed under national law and a regulation under the collective agreement.

3.5 Freedom of association

The employees' right to found organizations of their choice, to join them, to bargain collectively, and to strike must be respected. Their representation must be protected from discrimination and granted free access to their members' workplaces to ensure they can protect their rights in a lawful, peaceful manner.

In cases in which the freedom to associate and the right to bargain collectively are restricted by law, alternative possibilities for an independent and free assembly of the employees for the purpose of bargaining collectively must be granted.

3.6 Equal treatment; Antidiscrimination

Discrimination against and unequal treatment of employees of the Business Partner in any form is forbidden unless it is part of their job requirements. This applies, for example, to disadvantages based on sex, race, skin color, ethnic or social origin, nationality, disability, health status, political convictions, membership in employee organizations, including trade unions, world view, religion, age, pregnancy, sexual orientation, or other personal characteristics. The Business Partner must uphold the personal dignity, privacy, and personality rights of every individual.

4 ENVIRONMENT

4.1 Environmental laws and environmental permits

The Business Partner complies with the applicable environmental laws and environmental ordinances, including without limitation lawful waste management, handling and disposing of chemicals, and other hazardous substances. The Business Partner ensures that, if necessary, all required environmental permits have been obtained, kept up to date, and implemented in their company.

5 CORPORATE DUE DILIGENCE OBLIGATIONS

5.1 Meeting statutory provisions

The Business Partner must always conduct its business in accordance with the relevant national and international statutory provisions and laws, the legal requirements of the European Union, and the social and ecological standards acknowledged worldwide, as set forth in the UN Guiding Principles for Business and human rights, the OECD Guidelines for Multinational Companies, and the core labor standards of the International Labour Organization (ILO). The Business partner must stay informed about the current state of laws and must implement amendments to statutes and new laws without undue delay if necessary. The regulation that constitutes the strictest requirements and is relevant for the Business Partner must be applied.

5.2 Audits; Rights of inspection

The Business Partner agrees that CDM Smith or an independent auditor CDM Smith commissions may check compliance with the Expectations and Principles resulting from this Code of Conduct at any time or as needed. Each on-site inspection must be communicated to the Business Partner promptly and must be performed only during normal business hours by representatives of the Business Partner and CDM Smith. The applicable national law applies in this case. CDM Smith shall bear all reasonable costs for the audit.

5.3 Obligations to provide information; Tips

Each time the Business Partner learns about infringements of the rules of this Code of Conduct, substantiated suspicions of risk, difficulties in addressing the Expectations and Principles, and the implementation of the Code of Conduct in the additional supply chain, the Business Partner shall notify CDM

Smith. This notification can be made openly or anonymously via the complaint and whistleblower channels set up by CDM Smith (cf. section 5.10).

On request, the Business Partner must provide CDM Smith with all the information CDM Smith needs to meet its statutory obligations and its contract obligations toward its business partners. In this regard, CDM Smith expects its Business Partners to use reasonable efforts to cause their own business partners to disclose the appropriate information based on risk. CDM Smith shall consider the legitimate interests of the Business Partner and its contracting counterparties in the supply chain and comply with items of data protection and the secrecy of confidential information within the scope of statutory requirements.

5.4 General obligations to cooperate

CDM Smith shall perform risk analyses regarding its Business Partners once a year or as needed. To that end, the Business Partner shall support CDM Smith appropriately if needed. Whenever CDM Smith expects more from the Business Partner because of an initially determined risk situation or a risk increase (due to a risk analysis, for example), CDM Smith shall notify the Business Partner thereof. The Business Partner shall then endeavor to meet these additional Expectations and Principles of CDM Smith within a reasonable period after receiving the notification and prove to CDM Smith that they have been complied with.

5.5 Helping with remedies

If the Business Partner breaches its obligations in terms of human rights and the environment for the purposes of § 2 of the German Act on Corporate Due Diligence Obligations in Supply Chains (*Lieferkettensorgfaltspflichtengesetz, LkSG*), or if such a breach by the Business Partner is directly imminent, CDM Smith will take adequate, effective remedial measures to end the breach or minimize its extent. If those measures cannot be taken in the foreseeable future, CDM Smith will create and implement a plan for taking them. If the Business Partner has caused the breach, it must cooperate in creating and implementing the remedial plan within a reasonable period. Any costs incurred in this context will be divided to a reasonable extent after agreement between the Business Partner and CDM Smith, in consideration of the respective expense, the available resources, the possibility for influence on the direct causer, and the Parties' contribution to the cause.

5.6 Training and professional development

If CDM Smith determines a risk related to human rights or the environment during the risk analysis in connection with the Business Partner's performance, this can cause CDM Smith to hold training and development sessions with the Business Partner's employees and direct suppliers. Such training and

development sessions can also be given by an external service provider. In this case, the Business Partner must enable CDM Smith or the commissioned third party to carry out the training sessions to an adequate extent. Any costs incurred in this context will be divided to a reasonable extent after agreement between the Business Partner and CDM Smith, in consideration of the respective expense, the available resources, and the Parties contribution to the cause.

5.7 Indirect suppliers

If CDM Smith has actual indications that a breach of an obligation related to human rights or the environment by an indirect supplier of the Business Partner is possible, the Business Partner must promise CDM Smith it will actively cooperate by taking adequate preventive measures toward the causer.

5.8 Implementation and forwarding in the supply chain

The Business Partner must adequately and effectively notify its employees of this Code of Conduct and take precautions to implement it in its group, including all its affiliated companies. These particularly include providing information about the access of CDM Smith's complaint system, provided the Business Partner itself has no complaint system of its own.

Moreover, the Business Partner must take adequate measures with its business partners to ensure that the requirements or comparable minimum standards regulated in this Code of Conduct - especially the Business Partner's contractual assurances to comply with CDM Smith's expectations regarding human rights and the environment along the supply chain — will be adequately addressed.

5.9 Suspension and termination of the business relationship

If the Business Partner breaches a regulation or protected legal position listed in this Code of Conduct, CDM Smith may end or suspend the business relationship with the Business Partner during the efforts to minimize risk.

CDM Smith may also terminate all agreements existing between the Parties and the individual orders affected by this, in part or in full, with two (2) weeks' notice, if (i) the breach of a protected legal position or an environmental obligation is assessed as severe, (ii) one or more of the necessary remedial measures remain unimplemented when the period foreseen for that purpose expires, and (iii) milder means are unavailable. A severe breach can be assumed if considerable damage for the protected legal interest of an affected person is threatened or a considerable number of cases exists, among other reasons. This does not affect the statutory right to extraordinary termination or the right to damages.

5.10 Implementation of the Code of Conduct; Tips; Complaints

Every Business Partner can contact CDM Smith’s Compliance officer, Attorney Michael Derix (email: compliance-EU@cdmsmith.com), if the Business Partner is unsure of the correct conduct or wishes to report potential misconduct on its part.

Business Partners and their employees and stakeholders, including affected and unaffected third Parties, can also report risks or breaches of the expectations set forth in this Code of Conduct using the complaint system “CDM Smith Integrity Line.” The complaint procedure is available to whistleblowers on CDM Smith’s website under <https://secure.ethicspoint.com/domain/media/en/gui/49147/index.html>.

CDM Smith complies with the statutory provisions on protecting whistleblowers, especially the obligation to keep the identity confidential and remain impartial. Neither the Business Partners nor their employees may make it more difficult to access the complaint system set up with CDM Smith or the complaint system with the CDM Smith employees in charge.

If an upstream supplier does not have a complaint system, the Business Partner must refer to its own complaint system, if one is available, to also enable the employees and stakeholders of the upstream suppliers to give tips. If the Business Partner has no complaint system, it must refer its upstream suppliers to CDM Smith’s complaint system by notifying them of the aforementioned links. CDM Smith will support the Business Partner in this if necessary. CDM Smith will bear any costs incurred in this regard.

6 ACKNOWLEDGEMENT AND CONSENT

The values, Expectations and Principles set forth in this Code of Conduct are an elementary component of the Business Partner’s business activity with CDM Smith. By signing, the Business Partner agrees that this Code of Conduct is a contractual component of the business relationship between CDM Smith and the Business Partner.

Place, Date, Signature, Company Stamp