

**Tech
Insights**

Supplier Code of Conduct

April 2024

1. Introduction

TechInsights Inc. and its affiliates (“TechInsights”) is committed to ensuring high environmental, social, and governance standards within its supply chain. This commitment is driven by the same core principles that govern our business: integrity, respect, accountability, confidentiality, and complying with applicable laws and regulations, as outlined in the TechInsights Code of Conduct.

This Supplier Code of Conduct (“Supplier Code”) establishes the standards for conducting business with TechInsights. We expect our business partners to share in our culture, values, and business practices and to act in a manner consistent with our Supplier Code.

TechInsights has a robust risk management framework and expects our Suppliers to take a proactive approach to mitigating and managing risks. This should include systems and procedures for identifying, assessing, managing, and mitigating risks in relation to the areas identified in the Supplier Code.

Suppliers will be asked to acknowledge the latest Supplier Code at the time of contract, renewal, or upon significant changes to the Supplier Code, as communicated by TechInsights from time to time.

Suppliers are required to notify TechInsights of any significant changes to their business including, but not limited to, mergers and acquisitions, change of legal name, and changes to invoicing instructions.

2. Application

“**Supplier**” means any individual, company, or other entity that provides, or seeks to provide, goods or services to TechInsights.

Suppliers are expected to:

- Comply with all applicable laws including, but not limited to, human rights, export controls and economic sanctions, environmental, work health and safety, and anti-bribery
- Notify TechInsights of any breaches and take reasonable steps to address and remediate such breach
- Maintain relevant policies and standards that cover the topics addressed in the Supplier Code
- Demonstrate compliance with the minimum requirements of the Supplier Code when completing a tender request during risk profiling or onboarding and throughout the life of the arrangement if requested
- Make continuous improvements in the areas identified in the Supplier Code
- Explain and communicate the contents of this Supplier Code to its officers, directors, employees, agents, subcontractors, and suppliers who are involved in the procurement and production process related to products and services provided to TechInsights.

3. Supplier Code of Conduct

3.1. Business Conduct and Ethics

TechInsights expects ethical behavior from all employees and seeks to only engage Suppliers that conduct business in a manner that is ethical, fair, honest, respectful, and lawful.

Bribery and Corruption

TechInsights does not tolerate bribery or corruption and expects our Suppliers to abide by all applicable domestic and international laws prohibiting bribery, such as, but not limited to, the US Foreign Corrupt Practices Act and the UK Bribery Act. Suppliers are expected to work against all forms of corruption including bribery, extortion, personal or improper advantage, whether direct or indirect, and maintain adequate procedures to report red flags and prevent all persons associated with the Supplier (for example employees or subcontractors) from engaging in bribery or corruption.

Conflicts of Interest

A conflict of interest is any activity that may damage TechInsights' reputation or financial interests or gives the appearance of impropriety or divided loyalty. Suppliers are expected to disclose to TechInsights potential conflicts of interest and to avoid, or appropriately manage, any actual or potential conflicts of interests arising due to either personal or business relationships.

Fraud

TechInsights requires its Suppliers to ensure no fraud is committed as part of their business operations. Fraud may occur when information is intentionally concealed, altered, falsified, or omitted for individual benefit or the benefit of others. Suppliers should ensure that invoices submitted to TechInsights are accurate and do not conceal or disguise transactions or expenditures.

Trade Compliance

Suppliers shall comply with all applicable import and export controls and customs laws and regulations in the countries where it does business. Suppliers shall also abide by all applicable economic sanctions that its country adopts including embargoed or sanctioned countries and controlled products.

At a minimum, Suppliers are expected to comply with the United States' denied parties lists including but not limited to the Treasury Department's Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List ("SDN") and the US Department of Commerce Bureau of Industry and Security ("BIS") lists: Denied Persons, Entity List, Unverified List, Military End-User List.

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Anti-Money Laundering

Suppliers shall abide by applicable anti-money laundering laws and shall not facilitate money laundering. Suppliers shall conduct business with reputable suppliers, consultants, and business partners involved in lawful business activities and whose funds are derived from legitimate sources.

Fair Dealing and Competition Laws

Suppliers shall not engage in collusive bidding, price fixing, dividing territories, allocating customers, price discrimination, or other unfair trade practices in violation of applicable antitrust or competition laws. Suppliers shall uphold fair business standards in advertising, sales, and competition.

Grievance Mechanism

Suppliers are expected to have a whistle-blower policy or mechanism in place to protect employees or other persons who raise concerns in good faith.

3.2. Human Rights and Labor

TechInsights supports fundamental human rights as set out in the Universal Declaration of Human Rights and conducts business in line with applicable international principles such as the OECD Guidelines for Multinational Enterprises, UN Guiding Principles for Business and Human Rights, and ILO Declaration on Fundamental Principles and Rights at Work.

Child Labor

Suppliers must comply with all minimum working age laws and requirements and shall not under any circumstances use child labor and must not engage in subcontracting that engages child labor in service delivery or manufacturing.¹

Forced Labor and Human Trafficking

TechInsights will not work with any Supplier that relies on an involuntary workforce and as such Suppliers should not use any form of forced or involuntary labor and are expected to give local and migrant workers the right and ability to leave employment when they choose.

¹ In compliance with the International Labour Organisation Convention No. 138 concerning the Minimum Age for Admission to Employment ([Convention C138 - Minimum Age Convention, 1973 \(No. 138\) \(ilo.org\)](#))

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Nondiscriminatory Workplace

Suppliers should provide a workplace where all employees have access to equal opportunities free from harassment, discrimination, and bullying on the basis of gender, age, disability, ethnicity or cultural affiliation, sexual orientation, gender identity or expression, military status, veteran status, pregnancy, medical condition, belief, educational background, or any other trait or characteristic protected by law.

No Retaliation

Suppliers should ensure through internal policies and processes that employees are treated with respect and are protected from retaliation if concerns are raised about business conduct.

Employee Relations

Suppliers must recognize and respect the rights of employees to freely associate, organize, and bargain collectively in accordance with local laws. TechInsights believes in open communication and direct engagement between employees and management as a means to support positive employee relations.

Fair Compensation

Suppliers should provide fair and appropriate pay and benefits that match local living wages. Moreover, all workers must be provided with clear, written information about their employment conditions with respect to wages before the commencement of employment or as needed throughout the term. Deductions from wages as a disciplinary measure is not permitted.

Working Hours

Suppliers should not require employees to work more than the maximum hours of daily labor set by applicable laws. Suppliers should also ensure that all overtime work is voluntary and employees are not required to exceed the local legal limits for regular and overtime hours.

3.3. Work Health and Safety

Suppliers are expected to comply with all applicable health and safety laws, regulations, and practices. They are also required to provide a healthy and safe working environment for their employees, including prohibiting the use, possession, distribution and/or sale of illegal drugs or alcohol, and to mitigate health, safety, and well-being risks as far as reasonably practicable. Based on the type of goods or services provided to TechInsights, Suppliers may be required to provide additional evidence of work, health, and safety management systems and adhere to site-specific requirements.

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3.4. Environment

Suppliers must comply with all applicable environmental laws and regulations including but not limited to, hazardous materials, air emissions, waste, and wastewater discharge. This includes the manufacture transportation, storage, disposal, and release to the environment of such materials.

3.5. Company Assets

Intellectual Property

Suppliers must protect and respect intellectual property rights of TechInsights and other third parties. Suppliers must not infringe or improperly use such intellectual property including, but not limited to, patents, trademarks, and trade secrets.

Use of TechInsights Assets

Suppliers may only use TechInsights' assets in accordance with terms and conditions as agreed between the Supplier and TechInsights.

Data Protection and Security

Suppliers must comply with all applicable laws and regulations relating to privacy and security of individuals' personal data and the confidential information of customers and business partners and should have in place a rigorous data protection compliance processes and procedures.

Suppliers must comply with TechInsights' confidentiality, security, and privacy procedures as a condition of receiving access to TechInsights internal corporate network, systems, and buildings.

3.6. Assessment and Compliance

TechInsights reserves the right to carry out compliance audits or assessments as necessary to ensure compliance with this Supplier Code or applicable laws and regulations. Such an audit may include, but is not limited to, review of applicable documentation such as policies, processes, and procedures. Therefore, Suppliers must maintain necessary documentation to demonstrate compliance with this Supplier Code.

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3.7. Questions and Reporting of Suspected Violations

Where a Supplier is involved in, or exposed to, significant environmental, regulatory, social or governance issues, the Supplier should notify TechInsights at Compliance@techinsights.com as soon as practical.

3.8. Legal

This Supplier Code is intended to supplement rather than supersede written contracts between TechInsights and Supplier. Suppliers shall self-monitor their compliance with this Supplier Code. TechInsights reserves the right at its sole discretion to terminate conducting business with any Supplier that violates this Supplier Code, and such a violation may constitute a material breach of written agreement(s) between TechInsights and the Supplier.