

RESPONSIBLE PARTNERSHIP

SUPPLIER CODE OF CONDUCT

The standards we expect from every supplier, subcontractor, and partner who helps us deliver for our clients.

A MESSAGE FROM OUR CEO

Our clients trust Blue Skies with their people, their data, and their most important transformations. That trust extends to every supplier, subcontractor, and partner who works alongside us.

We hold ourselves to a simple standard: honest work, done right, with care for the people it touches. This Code sets out what we expect from the organizations that help us deliver on that promise. Thank you for building that trust with us.

John C. Hoff

CEO & Managing Partner, Blue Skies Consulting

PURPOSE AND SCOPE

This Code sets the minimum standards of conduct for every organization and individual that provides goods or services to Blue Skies Consulting ("Blue Skies"). In this Code, "Supplier" includes vendors, contract vendors, independent contractors, subcontractors, consultants, and their employees and agents, wherever they operate.

- **Legal compliance comes first.** Suppliers must follow all laws that apply to their business. Where this Code sets a higher standard than local law, the higher standard applies.
- **Client requirements apply too.** When a Supplier works on a client engagement, that client's policies, security standards, and codes of conduct also apply. If a client's requirement is stricter than this Code, the stricter requirement governs.
- **Contracts control.** This Code supplements, and does not replace, a Supplier's agreement with Blue Skies. If there is a conflict, the agreement governs.

01 ETHICAL BUSINESS PRACTICES

Suppliers must conduct business honestly, fairly, and with sound judgment.

- **Anti-bribery and corruption.** Never offer, pay, request, or accept bribes, kickbacks, or improper payments of any kind, directly or through third parties. Comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and all other applicable anti-corruption laws.
- **Gifts and hospitality.** Gifts, meals, and entertainment offered to Blue Skies or client personnel must be modest, infrequent, lawful, and never intended to influence a business decision. Cash and cash equivalents are never acceptable.
- **Conflicts of interest.** Disclose to Blue Skies any personal, financial, or family relationship that could affect, or appear to affect, objective decision-making on Blue Skies or client work.

- **Fair competition.** Comply with antitrust and competition laws. Do not fix prices, rig bids, allocate markets, or share competitively sensitive information.
 - **Accurate records.** Keep complete and accurate books, timesheets, invoices, and expense records. Bill only for work actually performed and expenses actually incurred.
 - **Trade compliance.** Comply with applicable export controls, economic sanctions, and anti-money laundering laws.
 - **Honest representation.** Do not misrepresent your qualifications, capabilities, or relationship with Blue Skies, and do not speak on behalf of Blue Skies or its clients without written authorization.
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02 CONFIDENTIALITY, DATA PROTECTION, AND INFORMATION SECURITY

Suppliers must protect the confidential information and personal data of Blue Skies, its clients, and their employees as carefully as their own.

- **Confidential information.** Use Blue Skies and client information only to perform the contracted work and share it only on a need-to-know basis. This includes financial data, client and candidate information, contracts, business processes, pricing, and intellectual property.
 - **Personal data.** Collect, store, process, and transfer personal data in line with applicable privacy laws, such as the CCPA, GDPR, and HIPAA, where relevant.
 - **Security controls.** Maintain reasonable administrative, technical, and physical safeguards, including multi-factor authentication, strong passwords, encrypted devices, current security software, and automatic screen locks.
 - **Client systems.** Use client-provided systems, hardware, and data only for authorized engagement work, and follow each client's security policies.
 - **Incident reporting.** Notify Blue Skies promptly, and in any case within 24 hours, of any actual or suspected security breach, data loss, or unauthorized access involving Blue Skies or client information.
 - **Intellectual property.** Respect the intellectual property rights of Blue Skies, its clients, and third parties, and use only properly licensed software.
 - **Return or destruction.** Return or securely destroy Blue Skies and client information at the end of an engagement or on request.
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03 HUMAN RIGHTS AND FAIR LABOR

Suppliers must treat every worker with dignity and respect, consistent with the UN Guiding Principles on Business and Human Rights and the ILO Declaration on Fundamental Principles and Rights at Work.

- **No child labor.** Do not employ anyone below the legal minimum working age.

- **No forced labor or trafficking.** All work must be voluntary. Do not use forced, bonded, or prison labor, engage in human trafficking, or withhold workers' identity documents.
 - **Fair wages and hours.** Pay at least the legally required wages and benefits, pay overtime as required by law, and keep working hours within legal limits.
 - **Proper classification.** Correctly classify workers as employees or contractors and verify their legal authorization to work.
 - **Non-discrimination.** Make employment decisions based on merit. Do not discriminate based on race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, veteran status, or any other protected characteristic.
 - **Harassment-free workplace.** Do not tolerate harassment, bullying, intimidation, or retaliation of any kind, whether directed at your workers or at Blue Skies or client personnel.
 - **Freedom of association.** Respect workers' lawful rights to organize, join associations, and bargain collectively.
 - **Health and safety.** Provide a safe and healthy workplace, comply with occupational safety laws, and keep a zero-tolerance stance on workplace violence and on working while impaired by alcohol or drugs.
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04 ENVIRONMENTAL RESPONSIBILITY

Suppliers must comply with all applicable environmental laws and permits. We also encourage Suppliers to reduce their environmental footprint, for example by limiting unnecessary travel, conserving energy, reducing waste, and choosing renewable energy where practical. On request, Suppliers should be able to share basic sustainability information relevant to the services they provide.

05 SUBCONTRACTORS AND THE EXTENDED SUPPLY CHAIN

- **Approval first.** Do not subcontract any Blue Skies or client work without Blue Skies' prior written approval.
- **Flow down.** Communicate the standards in this Code to approved subcontractors and require them to comply.
- **Accountability.** Suppliers remain responsible for the conduct of their subcontractors on Blue Skies work.
- **Responsible sourcing.** Use reasonable, risk-based due diligence to identify and address human rights, ethics, and security risks in your own supply chain.

06 REPORTING CONCERNS AND NON-RETALIATION

If you suspect a violation of this Code, the law, or a client policy involving Blue Skies work, report it promptly to your Blue Skies contact or to Blue Skies Leadership at

compliance@blueskiesllc.com.

- Reports can be made in good faith without fear of retaliation. Blue Skies prohibits retaliation against anyone who raises a concern or cooperates in an investigation, and expects Suppliers to do the same.
- Suppliers must give their own workers a confidential way to raise concerns without retaliation.
- Blue Skies will review reports promptly and keep them confidential to the extent possible.

07 COMPLIANCE, MONITORING, AND CONSEQUENCES

- **Verification.** Blue Skies may request information, certifications, or documentation to confirm compliance with this Code and, where justified, conduct a review on reasonable notice.
- **Training and awareness.** Suppliers must make sure their personnel assigned to Blue Skies work understand this Code.
- **Corrective action.** Where gaps are found, Suppliers must work with Blue Skies to correct them promptly.
- **Consequences.** Serious or repeated violations may lead to removal of personnel from an engagement or termination of the business relationship, in addition to any remedies available under contract or law.
- **Updates.** Blue Skies may update this Code from time to time. The current version applies to all ongoing work.

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Questions about this Code may be directed to compliance@blueskiesllc.com.