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K2 Group

SUPPLIER CODE OF CONDUCT



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Introduction

This Supplier Code of Conduct is applicable in conjunction with the specific contractual obligations agreed between suppliers (individuals or companies including their subsidiaries, business partners and sub-contractors providing services to K2 – collectively “Suppliers”) and the respective K2 Group company (“K2”) they contract with; a list of K2 Group companies can be found under the [K2 Imprint](#) section on K2’s website.

K2 sets a high standard of corporate and individual behaviour and is committed to conduct its business in an ethical, legal and socially responsible manner. K2 provides a safe working environment for employees who are treated with respect and dignity and we are striving for our business operations to be as environmental friendly as is possible within our means. Accordingly, K2 expects its Suppliers to conform to a certain standard of conduct while providing services to K2 to make sure our spirit translates into our chain of supply.

This Supplier Code of Conduct (“Code”) sets out K2’s expectations of its Suppliers. By supplying K2 with products, services or otherwise, Supplier accepts and agrees to be bound by this Code. Suppliers shall ensure that this Code is communicated to its employees, subsidiaries, business partners or subcontractors involved in providing services to K2 and that they abide by the same. K2 and its Suppliers shall work towards the greater common good by setting global benchmarks for a sustainable tomorrow. This Code is not intended to create new or additional rights for any third party.

Suppliers may directly contact K2 regarding any queries they might have about the Code and its provisions.

1. Compliance with Laws

Suppliers shall fully comply with all applicable national and/or local laws and regulations, including, but not limited to, those related to labour, immigration, health and safety and the environment.

1.1. Data Privacy

The Supplier shall make sure that all data and information it handles, in particular personal information transferred by K2, is treated with the appropriate care and all necessary security mechanisms to sufficiently protect these data and information are in place. All K2 Suppliers must guarantee compliance with applicable data privacy laws, like GDPR and its national correspondents.

All Suppliers processing data on behalf of K2 need to abide by our Data Processing Agreement terms.



1.2. Tax Coherence

K2 puts special emphasis on the orderly and compliant payment of all taxes in accordance with the laws of the state where a Supplier is registered, runs a local branch or carries out services for K2. We take tax evasion seriously and seek to make all reasonable efforts to ensure our Suppliers lodge their taxes correctly. All international and national taxation rules need to be followed to guarantee tax is paid in the country where it is due respecting all applicable laws.

This may mean that in some cases a Supplier may need to register in the country where services to K2 or our clients are provided and pay taxes on any amount paid by K2 locally.

It is the responsibility of the Supplier to be informed and comply with local tax laws in their place of registration as well as the place of service delivery.

2. Employees

2.1. Respectful treatment

All staff have the right to respectful treatment. K2 does not tolerate discrimination, harassment or victimisation in the workplace or in connection with any service provided to us, and we expect our Suppliers to provide the same commitment, including to their own employees. The Equality Act 2010 protects against discrimination, harassment and victimisation in the UK and national laws will apply in other countries.

2.2. Professional behaviour

We expect Suppliers to be prepared to invest in their relationship with K2 and establish trust with our staff and with other suppliers involved in the delivery. We also expect Suppliers to be able to speak out when any of their employees, K2's staff members or other suppliers are not upholding the values embedded in this Supplier Code of Conduct or ethical behaviour. Furthermore, Suppliers need to speak out, without fear of consequences, when a project or service is unlikely to succeed because of our behaviour or a lack of good governance. The same applies when a contract is no longer fit for purpose, e.g. in its contractual stipulations or measures.

2.3. Vulnerable individuals

It may happen that the service delivery involves individuals with particular needs such as physical or mental disabilities, medical conditions or other factors that place them in a vulnerable position. Suppliers should ensure that these individuals are treated at all times with courtesy and that their dignity, safety, security and well-being is treated as a priority concern.



2.4. Human rights and employment law

Suppliers must comply with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors in their supply chain also comply. This includes complying with the provisions of the UK Modern Slavery Act 2015 and any applicable national laws.

2.5. Wages & benefits

Suppliers shall comply with all applicable wage laws and regulations including those relating to minimum wage, overtime and other elements of compensation as well as pay wages in a timely manner. Further, suppliers have to consider equality in pay for all their employees meaning that there can be no differences in pay based on gender, ethnicity, religion, nationality or other discriminatory factors.

2.6. Working hours

Suppliers shall comply with applicable laws and regulations on working hours, overtime and maximum hours. Suppliers shall carry out their business in a manner that limits overtime to a level that ensures humane and productive working conditions.

2.7. Child labour

Suppliers shall not employ, engage in, or otherwise promote any child labour. K2 expects its Suppliers not to engage in any practice inconsistent with the rights set forth in the UNICEF Convention on the Rights of the Child, the ILO Minimum Age Convention, and the ILO Convention on the Worst Forms of Child Labour.

2.8. Forced or compulsory labour

Suppliers shall not use forced, bonded or compulsory labour. Employment with Suppliers should be voluntary and employees should be free to leave their employment after reasonable notice in accordance with applicable laws. No mental, physical or any other form of pressure shall be applied to staff or other individuals.

2.9. Occupational Health & Safety

K2 expects its Suppliers to provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations. Any necessary safety arrangements shall be in place at all times and regular inspection schedules must be followed.

Suppliers must exercise good judgment to ensure the safety and welfare of its personnel and to maintain a cooperative, efficient, positive, harmonious and productive work environment and business conduct. These standards apply while working on our or our clients' premises, at offsite locations where our business is being conducted, at K2-sponsored business and social events, or at any other place where you are a representative of K2. In addition, at client locations, Suppliers may be required to adhere to the client's code of conduct as well.

2.10. Freedom of Association

K2 expects its Suppliers to respect and recognize the rights of its employees to freely associate, organise and bargain collectively in accordance with the laws of the countries in which they are



employed. Employees should be allowed to raise their grievances to the management without fear of reprisal, intimidation or harassment.

3. Business practices

3.1. Management of risk

We try to ensure that risk is placed with the party best able to manage it. This means we expect our Suppliers not to flow risk inappropriately to subcontractors where the risk can be managed more efficiently by the Supplier. All parties should also be prepared to share intelligence of supply chain risks, so that material commercial and operational risks can be mitigated.

3.2. Continuous improvement

We expect our Suppliers to use recognised industry practices in the delivery of goods and services to, or on behalf of, K2. These goods and services should be continuously improved and Suppliers should bring innovation, ideas and expertise to help K2 to address its strategic challenges and to support growth and prosperity for K2 and the general public.

3.3. End-to-end Delivery

Some of the services that K2 requires are complex. We expect Suppliers to be aware of how they contribute to an overall delivery, and to work with K2 and other suppliers to ensure that their product or service is used effectively in the delivery of a high-quality service. We expect Suppliers to behave in accordance with required standards and be forthcoming with information required where a contract is coming to an end and is in a transitional phase leading to contract exit.

3.4. Value

Contracts should be priced to offer sustainable value throughout their life, including when changes are needed. Whilst we respect and encourage our Suppliers make a profit margin in return for the services, we expect them not to exploit an incumbent or monopoly position, an urgent situation or an asymmetry of capability or information to impose opportunistic pricing. We expect Suppliers to work in good faith to resolve any disputes promptly and fairly during the life of a contract through good relationship management and, where appropriate, contractual dispute resolution mechanisms, recognising that K2 and supplier interests are rarely best served by protracted litigation.

3.5. Quality

Suppliers must ensure that the quality of the products/services delivered shall be in-line with all the terms and conditions of the contract with K2, industry standards and legal requirements.

3.6. Product responsibility

Suppliers of certain products shall adhere to all applicable laws and regulations regarding prohibition or restriction of specific substances, including labelling of products, if required.



3.7. Reputation

K2 wishes to collaborate with Suppliers who are proud of their reputation for fair dealing and quality delivery. We also want working with K2 to be seen as reputation enhancing for the Supplier. However, reputation can quickly be lost, for example, by exaggerating the extent of benefits or harmful behaviour. Thus, we expect Suppliers to be protective of our reputation, and ensure that neither they, nor any of their partners or subcontractors, bring K2 into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in us.

3.8. Cyber and Information Security

It is essential that Suppliers safeguard the integrity and security of their systems and comply with the relevant industry and legal standards and guidance. Suppliers must inform K2 and any relevant authorities if they become aware of any cyber security incident that affects or has the potential to affect our data.

3.9. Confidentiality

Suppliers are expected to comply with the provisions in their contracts and any legal requirements to protect sensitive information. Our Suppliers may also be party to confidential information that is necessary for them to be effective partners. This information, even if it is not covered by contractual provisions, should be handled with the same care as information of similar sensitivity in the Supplier's own organisation.

3.10. Conflicts of Interest

We expect Suppliers to mitigate appropriately against any real or perceived conflict of interest through their work with us. A Supplier with a position of influence gained through a contract should not use that position to unfairly disadvantage any other Supplier or reduce the potential for future competition, for example by creating a technical solution that locks in the Supplier's own goods or services. The Supplier must disclose to K2 if any K2 employee may have an interest of any kind in the Supplier's business or any kind of economic ties with the Suppliers.

3.11. Gifts and entertainment

K2 has its internal policy on gifts and offers of hospitality from Suppliers, Clients etc. to K2 employees. K2 expects Suppliers not to offer any benefit such as free goods or services, monetary rewards, work positions or sales opportunities to K2 employees in order to facilitate the Supplier's business with K2. Suppliers are encouraged to directly contact K2 regarding any queries they may have.

4. Standards of Behaviour

4.1. Ethical behaviour

We expect the highest standards of business ethics from Suppliers and their agents in the supply of goods and services to us. They need to be explicit about the standards they demand



of executives, employees, partners and subcontractors and must have implemented the governance and audit processes to monitor and enforce these standards.

Suppliers have to conduct their business in accordance with high ethical standards, respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum. K2 considers ethical conduct to be conduct in conformance with accepted professional standards of conduct and compliance with all applicable laws. Ethical conduct includes the ethical handling of actual or apparent conflicts of interest between personal and professional relationships (as set out later in this Code).

4.2. Counter Fraud and Corruption

We demand that Suppliers adhere to anti-corruption laws, including but not limited to the UK Bribery Act 2010 and anti-money laundering regulations and any other applicable national laws. We expect Suppliers to have robust processes to ensure that the subcontractors in their supply chain also comply with these laws. We have zero tolerance of any form of corrupt practices including extortion and fraud that we become aware of and we expect Suppliers to be vigilant and proactively look for fraud, and the risk of fraud, in their business. Suppliers should immediately notify us where fraudulent practice is suspected or uncovered and disclose any interests that might impact their decision-making or the advice that they give to K2.

4.3. Transparency

Suppliers must be open and honest in their dealings with us. In addition, where contractually required, we expect full and prompt disclosure of cost, revenue and margin information in line with published guidance and the terms of the contract.

We expect our Suppliers to act in accordance with the highest standards of personal and professional integrity, honesty and ethical conduct while working on our or our clients' premises, at offsite locations where the K2's business is being conducted, at K2 sponsored business and social events, or at any other place where Suppliers are representing K2. We consider honest conduct to be conduct that is free from fraud or deception.

4.4. Treatment of Subcontractors

We expect our suppliers to deal fairly with the subcontractors in their supply chain, observing the principle of prompt payment. Suppliers should avoid flowing unreasonable levels of risk to subcontractors who cannot reasonably be expected to manage or carry these risks. Suppliers should not create barriers to the use of small and medium-sized enterprises who are qualified to provide goods or services and should encourage innovation in their supply chains to increase the value or quality of supply.

4.5. Corporate Social Responsibility

We expect our suppliers to be good corporate citizens; by upholding the values of this code and supporting key government corporate social responsibility policy areas, such as diversity and inclusion, sustainability, prompt payment, small and medium sized enterprise engagement, support of the Armed Forces Covenant, apprenticeships and skills development.

4.6. Non-Discrimination

Suppliers shall not discriminate in hiring, employment practice or service delivery based on pregnancy, childbirth or related medical conditions, race, confession, ethnicity, sex, national



origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by law.

K2 believes in the prosperity of diversity and the importance of equal opportunities for all individuals.

4.7. Anti-Slavery

Suppliers must take and ensure that modern slavery or human trafficking is not taking place in their business or supply chain. Modern slavery encompasses slavery, servitude, human trafficking and forced labour. K2 has a zero-tolerance approach to any form of modern slavery and it is the responsibility of our Suppliers to respect and adhere to these practices and to K2's Modern Slavery Policy as published on our website. Many of these practices reflect legal or regulatory requirements. Violations of these laws and regulations can create significant liability for Supplier, K2, its directors, officers, and other employees. Suppliers should be alert to possible violations and report them. Supplier must cooperate in any internal or external investigations of possible violations.

4.8. Human Rights

K2 expects its Suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

5. Environment and Sustainability

5.1. Sustainable Procurement

We expect our Suppliers to be aware of, and support us in, complying with legal and contractual obligations under social and environmental aspects. Our Suppliers should assist us in the understanding and reduction of supply chain impact on our environment, and risks related to the security of natural supply and resources. Suppliers need to be open and transparent in reporting on product or service utilisation and any environmental impacts.

5.2. Energy & Emissions

K2 aims to use renewable energy wherever possible and reduce the per capita electricity consumption by using energy saving devices wherever possible. Further, we seek to reduce our impact on the environment by considering the carbon footprint in all our dealings by e.g. reducing travel, source locally or choosing green energy options. K2 expects its Suppliers to also find solutions to achieve this.

5.3. Waste

K2 makes efforts to ensure the reuse, recycling and the responsible disposal of waste. K2 expects its Suppliers to also make efforts to achieve this.



5.4. Water

K2 aims to make their offices water sustainable by reducing consumption to the minimum required. K2 expects its suppliers to participate, at a minimum, and co-create solutions to achieve this.

6. Monitoring/Record Keeping

Suppliers must maintain documentation necessary to demonstrate compliance with this Code. Upon request, the Supplier shall give K2 or a representative of K2 the opportunity to audit the Supplier's compliance with this Code. K2 expects its Suppliers to partner with K2 through training, capacity-building, on-going monitoring and follow up assessments to share best practices and to do responsible business.

7. Compliance

The overall objective of this Supplier Code of Conduct is to drive improved performance throughout K2 supply chains, by building trusting and open relationships with our supply base. Suppliers who provide goods or services to or on behalf of K2 are expected to comply with all aspects of this Code. Suppliers should be open and transparent with us in relation to breaches or suspected breaches of this Supplier Code of Conduct and must promptly notify K2 of any such breach. This includes possible accounting or financial reporting violations, bribery, or violations of the anti-retaliation aspects of this Code. Concerns or violations should be reported by sending an e-mail to: legalcompliance@k2partnering.com .

If non-compliance with the requirements of this Code is reported or alleged, the first step is for us to discuss it with the Supplier. If that does not result in a return to compliance, or in cases where the breach is sufficiently grave, we will look towards immediate termination of the contract with Supplier, legal action to rectify the breach, enforce compliance or claim compensation.

Suppliers must comply with all applicable local, national and international laws, regulations, treaties and industry standards.

Any questions related to this Code of Conduct can be addressed to legalcompliance@k2partnering.com



Annexure

Compliance with Anti-Corruption Laws

The Supplier shall in connection with the transactions contemplated by any agreement or contract with K2:

(i) comply with and ensure that its officers, directors, employees and agents comply with all applicable laws, statutes, regulations and codes relating to anti-bribery, anti-money laundering and anti-corruption, including but not limited to the, UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and the Indian Prevention of Corruption Act 1988 (“Anti-Corruption Laws”);

(ii) in particular comply with the sections of this Code on Practices and Ethics;

(iii) have and maintain in place and enforce, throughout the term of any agreement, its own policies and procedures, to ensure compliance with the Anti-Corruption Laws and the section on Conduct and Ethics, including undertaking relevant training of their personnel, and detecting, reporting and remedying any violations;

(iv) promptly notify K2 in the event of any actual or alleged breach or violation of the Anti-Corruption Laws, including any request or demand for any undue financial or other advantage of any kind received by it;

(v) keep accurate and complete records in its books of accounts of the financial transactions in which it engages and will, upon request by K2, make this available.

(vi) provide an annual certification of compliance with the Anti-Corruption Laws and the section on Conduct and Ethics, if requested.

If at any time K2 determines in its reasonable opinion that the Supplier is in violation or is alleged to have violated the provisions set out above, K2 may immediately terminate any agreements without notice. In such an event, the Supplier will waive any claims it may have against K2 and its officers, directors and employees as a result of such termination and indemnify, protect, defend and hold K2 and said personnel harmless from any damages, losses, fees or costs (including attorneys’ fees) incurred by.