



# Supplier Code of Conduct



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# PARTNERSHIP COMMITMENT

**W**CG is committed to conducting its business in a legal, ethical and professional manner, and to treating its clients, suppliers, employees and the public with respect, honesty and integrity.

We view our suppliers as vital partners in achieving WCG's mission and strive to conduct business with suppliers who share our commitments to compliance with legal requirements and the highest ethical standards, respecting human rights, safety, environmental stewardship, communities and cultures, and diversity, equity, and inclusion.

Corporate integrity, responsible procurement, and the safety and well-being of workers across the global supply chain are of paramount importance to WCG and its subsidiaries (collectively, "its," "we," "our," or the "Company"). We incorporate internationally recognized human rights standards, industry best practices, and the needs of our valued stakeholders into our procurement practices. We value responsibility, integrity, and accountability at the Company and in our supply chain.

# APPLICABILITY

These principles apply to all aspects of the Company's business, including all suppliers that provide goods and services to the Company, and encompass all manufacturers, distributors, vendors, contractors and other suppliers (each a "Supplier" and, collectively, "Suppliers").

These principles are reflected in this Supplier Code of Conduct (the "Code"), which establishes the minimum standards that must be met by any Supplier that sells goods to or does business with the Company, regarding:

- **Supplier's treatment of workers**
- **Workplace safety**
- **The impact of Supplier's activities on the environment, and**
- **Supplier's ethical business practices.**

Supplier is responsible for compliance with the standards set out in this Code by all of its suppliers, vendors, agents, and subcontractors and their respective facilities, which are operating locations specific to these stakeholders who are involved in supporting Supplier in supplying the Company ("Partners") goods and services.

To monitor and continually improve our program, the Company will conduct periodic benchmarking with industry peers and ongoing stakeholder engagement.

Supplier shall comply with all such standards in all of its facilities and operations, including with respect to manufacturing, distribution, packaging, sales, marketing, product safety and certification, intellectual property, labor, immigration, health, worker safety, and the environment.

# HUMAN RIGHTS

The Company believes that human rights are a fundamental value and expects suppliers to treat them as such. Our approach is guided by international frameworks, including the UN Guiding Principles on Business and Human Rights. We expect our suppliers to comply with all applicable employment laws, rules, and regulations, including but not limited to forced or compulsory labor and minimum age of labor.

## Slavery and Human Trafficking

Supplier shall not, and shall ensure that its Partners do not, support, engage in, or require any:

- Compelled, involuntary, or forced labor,
- Labor performed by children (child is defined as the greatest age between the following: 15, age for completing compulsory education, or minimum age for employment in the country),
- Bonded labor,
- Indentured labor, and
- Prison labor (unless expressly approved in writing).

Supplier shall:

- Implement and maintain a reliable system to verify the eligibility of all workers, including age, eligibility, and legal status of foreign workers, and
- Implement and maintain a reliable recordkeeping system regarding the eligibility of all workers.

## No Discrimination, Abuse, or Harassment

Our policies are designed to ensure that employees are treated, and treat each other, fairly and with respect and dignity. In keeping with this objective, conduct involving discrimination or harassment of our employees, or the employees of our Suppliers, will not be tolerated.

Supplier shall not discriminate in hiring, compensation, training, advancements or promotion, termination, retirement, or any other employment practice based on any personal characteristics protected by law, including but not limited to, race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job.





## Freedom of Association and Collective Bargaining

Supplier shall respect, and shall not improperly interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

## Freedom to Terminate Employment

Without limiting Supplier's obligations hereunder, Supplier shall allow workers to terminate their employment or work arrangement without restriction, and without the threat of imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

## Compensation and Benefits

Supplier must pay all workers in compliance with local laws. In addition, Supplier shall:

- Provide proof of payment to workers showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions,
- Ensure that proof of payment is accurate, is clearly calculated, and enables workers to quickly verify the amount of payment and method of calculation, and
- Maintain proper documentation of wage payments for their internal records.

## Deductions

Supplier shall not make any deductions from wages, except income tax withholding and those that are legally allowed.

## Work Hours

Supplier shall comply with all federal, state, and local laws related to the maximum number of regularly paid hours worked per week (including overtime hours) and to workers' access to holidays and days off, rest periods, bathroom breaks, and meal breaks. Supplier shall:

- Use an industry-accepted time-keeping system to track worker work hours, and
- Develop work-hour policies to ensure compliance with this Code and applicable law.

# ETHICS

The Company is strongly committed to conducting its business affairs with honesty and integrity and in full compliance with all applicable laws, rules, and regulations. As such, the Company expects suppliers to act with the highest ethical standards to support our commitments.

## Professional Conduct

Supplier representatives are required to conduct themselves in a professional and ethical matter when performing services for the Company. Suppliers' behavior should never be detrimental to the interests or image of the Company's employees or clients.

## Conflict of Interest

All Suppliers should avoid situations that present a potential or actual conflict between their interests and the interests of the Company. Supplier representatives may not place their personal interests ahead of the Company's interests when performing duties on behalf of the Company and must avoid any conflict of interest.

## Gifts, Gratuities, and Entertainment

Supplier must maintain the highest ethical standards. Except in situations preapproved by the Company, Supplier must not offer cash, favors, gifts or entertainment to Company's team members, other than items of small value such as business meals or business entertainment (typically, \$200 or less) and token gifts or advertising materials of nominal value. Gifts of cash or cash equivalents, such as gift cards, are never allowed. Supplier shall also comply with U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act ("UKBA") and local anti-bribery and anti-corruption laws.



## Compliance With Laws and Regulations

No Supplier acting on behalf of the Company shall commit an illegal or unethical act, or instruct others to do so, for any reason. Suppliers and their representatives are responsible for complying with all local, state/provincial, and federal/national statutes and regulatory requirements as they pertain to the performance of their duties for the Company, including all applicable laws and regulations. Supplier will, and will cause its employees, contractors, agents, and representatives to comply with the United States laws with respect to information regarding or relating to the Company including, but are not limited to Anti-Money Laundering, Anti-Discrimination, Antitrust, Fair Trade, Consumer Privacy Protection, and the FCPA.

## Fair Competition and Antitrust Laws

Suppliers are required to comply with all fair competition and antitrust laws and regulations. Antitrust laws prohibit agreements among competitors on such matters as prices, terms of sale to customers, and allocation of markets or customers.

## Anti-Bribery, Anti-Corruption, and Sanctions

Company requires Supplier, and Supplier's Partners, to conduct its business in compliance with all applicable anti-bribery laws and comply with anti-bribery laws and regulation, such as the United States FCPA and the UKBA, and local anti-bribery and anti-corruption laws. As such, we prohibit our Suppliers from offering, promising, giving, or authorizing the giving of anything that might improperly influence or affect a business decision or the decision of a government official for purposes of influencing official action, securing an improper advantage, or otherwise inducing improper action.

Supplier will immediately report to the Company any information concerning a suspected violation of any applicable law, including the securities laws, the export control laws, the FCPA, the UKBA, and local anti-bribery and anti-corruption laws. Suppliers and Supplier's Partners, will not engage in any business with sanctioned persons, entities or countries and will not do anything that could cause the Company to be in violation of any applicable laws or that could damage the reputation of the Company.

## Protecting Company Assets

Supplier representatives working on our behalf are trusted to behave responsibly and use good judgments when using Company assets. They have a responsibility to use Company equipment only for authorized business purposes.

## Business and Financial Records

Supplier must keep accurate records of all matters related to the Supplier's business with Company. This includes the proper recording of all expenses and payments. If we are being charged for a Supplier representative's time, time records must be complete and accurate. Supplier should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.

## Licensing

Supplier is responsible for obtaining all necessary business and producer licenses and state registrations that may be required of them or their staff.

## Confidential Information and Intellectual Property

Supplier shall, and shall cause its Partners to, protect the confidentiality of all non-public information and intellectual property of the Company, except when disclosure is authorized or legally mandated. Confidential non-public information includes both the non-public personal information of clients and all information relating to our conduct of business that we do not disseminate to the public. This information must be secured and not be accessible to the public. As such, Supplier may not use, share, or disseminate any information gained while conducting our business for any reason other than to further the legitimate purpose for which the information was obtained.

## Health and Safety

Supplier shall provide a safe, healthy, and sanitary working environment. Supplier shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries, that are not specifically addressed in these standards. Supplier shall track and report incidents to investigate and provide corrective actions to eliminate the incident's causes.

General and industry-specific procedures and safeguards include those relating to:

- Health and safety inspections,
- Equipment maintenance,
- Maintenance of facilities,
- Worker training covering the hazards typically encountered in their scope of work in languages the worker can understand before work begins and regularly thereafter,
- Fire prevention, and
- Documentation and recordkeeping.

Supplier shall provide workers adequate and appropriate personal protective equipment free of charge to protect workers against hazards typically encountered in the scope of work should elimination of the hazard, or design, engineering, and administrative controls not prove sufficient for ensuring worker safety.



## Information Security

All communications data and information sent or received using our technology systems are our property. As such, they are not private communications between the senders/receivers, and we may access them at any time. We reserve the right to know all passwords and security codes and require ownership of access to all the Company's systems and information on those systems. Supplier must cooperate with the Company to provide access to information on those systems when and as needed. Supplier will make no attempt directly or indirectly to access any of the Company's files or computer systems by using someone else's authorization or computer identification or by circumventing access control.

## Reporting Violations and Ethics Hotline

Company values honest, open communication, and aims to ensure Suppliers feel comfortable and empowered to report any instances in which it is believed that violations of policies or standards have occurred. Suppliers shall self-report any violations of the Code.

Suppliers and their representatives are required to notify the Company of any known or suspected violation of law, fraud or other misconduct affecting the Company's operations. Reports can be made through our Ethics Hotline.

- Online at: [www.lighthouse-services.com/wcgclinical](http://www.lighthouse-services.com/wcgclinical)
- By Toll Free Phone at:
  - English speaking U.S. and Canada: 833-930-0001
  - Spanish speaking U.S. and Canada: 800-216-1288
  - French speaking Canada: 855-725-0002
- By email: [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com)

Calls to this reporting line may be made anonymously. Suppliers shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code. Workers reporting violations of questionable behavior in good faith must have their confidentiality and anonymity maintained, unless prohibited by law.

Supplier must maintain accurate and transparent books and records of all business dealings, including labor, health and safety, environmental practices, business activities, structure, financial situation, and performance in accordance with applicable regulations and industry standard practices.

# ENVIRONMENTAL STEWARDSHIP

Supplier is expected to respect the integrity of the environment and operate their business in a manner that includes, at a minimum, complying with all environmental laws, regulations, and standards, including any management and reporting obligations, in the jurisdiction where they operate.

Supplier is expected to adopt and maintain appropriate policies, standards, procedures, contingency measures, and environmental management systems to ensure that its operations are conducted in an environmentally sustainable way, including but not limited to:

- Safe handling, storage, transportation, treatment, and disposal of hazardous and toxic substances, including hazardous waste in accordance with applicable regulations,
- Implementing measures to reduce air emissions from operations,
- Minimizing water usage and implementation of water conservation measures,
- Prioritizing reuse and/or recycling of materials and responsible disposal of non-hazardous waste streams,
- Taking measures to prevent air pollution, water pollution and environmental contamination,
- Conserving natural resources including energy, water, and materials,
- Mitigating and/or eliminating operations that can lead to loss of biodiversity and damage to ecosystems.

Supplier should encourage their own suppliers and subcontractors to incorporate environmentally sustainable practices into their operations and prioritize working with suppliers that meet these criteria.

## Supplier Facility Operations

Supplier shall operate its facilities in compliance with all environmental laws, regulations, and international treaties, including all required environmental permits and reporting requirements. Supplier is expected to implement best practices where local regulations are not as stringent, and use best practices to prevent pollution, conserve natural resources, and respect wildlife and their habitat.

Supplier shall have relevant emergency response plans and procedures relating to environmental issues.

Supplier should establish environmental goals and objectives and track progress towards achieving those goals.

## Supplier Greenhouse Gas (GHG) Management

Suppliers are encouraged to track and report GHG emissions annually and establish a companywide GHG reduction goal, which can be shared with the Company on an annual basis. In addition, suppliers should implement strategies to improve energy efficiency and minimize energy consumption and GHG emissions.

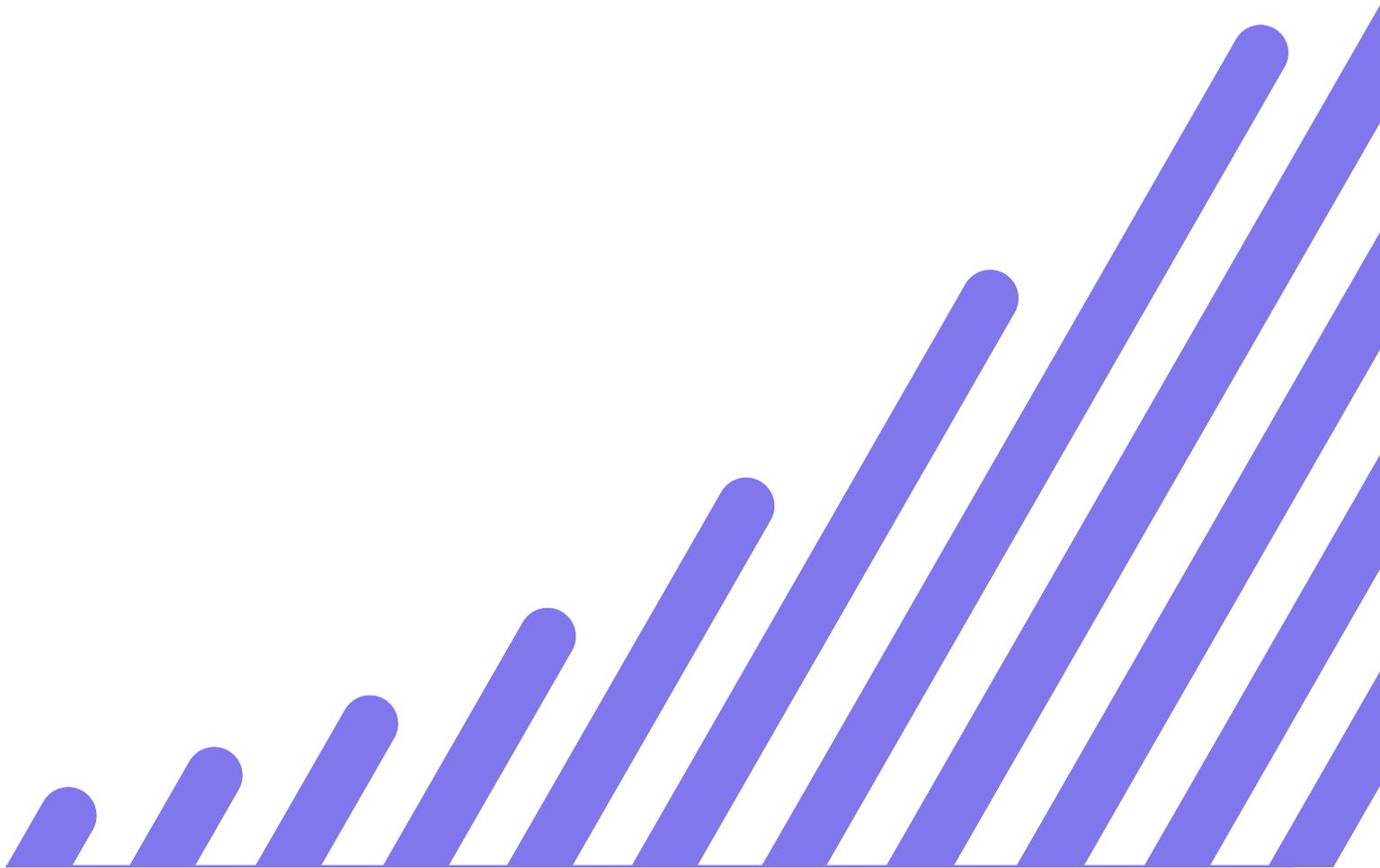


## STRICTER LANGUAGE CONTROLS

In the event of any conflict between this Code and stricter requirements for the Supplier in any agreement between Supplier and the Company, the stricter provisions of such other agreements shall prevail.

## TERMINATION

The Company may terminate its business relationship in accordance with the terms of such relationships (including any purchase order(s) and purchase contracts) with Supplier if Supplier or its Partners fail to meet the standards of this Code.





WCG is a global leader of solutions that measurably improve and accelerate clinical research. Biopharmaceutical and medical device companies, contract research organizations (CROs), research institutions, and sites partner with us for our unmatched expertise, data intelligence, and purpose-built technology to make informed decisions and optimize study outcomes, while maintaining the highest standards of human participant protection. WCG raises the bar by pioneering new concepts, reimagining processes, fostering compliance and safety, and empowering those who perform clinical trials to accelerate the delivery of medical therapies and devices that improve lives. For more information, please visit [wgcclinical.com](https://wgcclinical.com) or follow us on LinkedIn or X @WCGClinical.

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