

A&O SHEARMAN



Global Supplier *Code of Conduct*

Introduction

A&O Shearman is committed to the highest standards of ethical conduct and social and environmental responsibility. We expect our Suppliers to aspire to these same standards in their business operations. For this purpose, A&O Shearman has created this “Supplier Code of Conduct”, which sets out the standards expected of any Supplier doing business with us.

DEFINITIONS

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“Worker” means any individual who works for a Supplier, whether under a contract of employment or any other contract (written or oral) where an individual undertakes to do personally any work or services for the Supplier.

ETHICAL BUSINESS PRACTICE

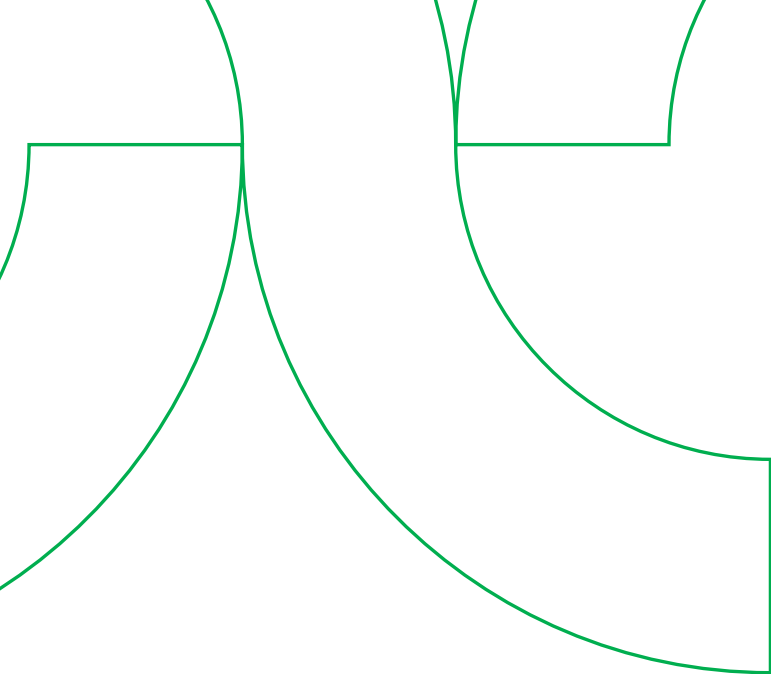
A&O Shearman does not tolerate any form of criminal activity. Our Suppliers must be committed to the highest standards of integrity, honesty and ethical conduct in all their activities wherever they are undertaken. Specifically, we expect Suppliers to have policies, systems and/or procedures in place to ensure:

- the prevention of unethical business practices, including, but not limited to, human rights abuses, money laundering, fraud, tax evasion (including the facilitation of tax evasion by another person), bribery and corruption (adhering to the UK Bribery Act 2010 as a minimum standard of ethical conduct), and other improper payments, benefits or gifts
- compliance with all applicable laws, rules and regulations
- the protection of personal data and confidential information
- the active support and promotion of corporate social and environmental responsibility
- the avoidance of conflicts of interest or appearance thereof.

HUMAN RIGHTS AND THE WORKPLACE

Suppliers should support the principles of the United Nations Global Compact, the United Nations Universal Declaration of Human Rights as well as the 1998 International Labour Organisation Declaration on Fundamental Principles and Rights at Work, in accordance with national law and practice. This especially applies to:

- **Child labour and young workers:** Child labour should not be used. The employment of young Workers below the age of 18 shall only occur in non-hazardous work and when young Workers are above a country’s legal age for employment or the age established for completing compulsory education.
- **Contracts of employment:** Written contracts of employment will be provided to migrant Workers in a language they understand, clearly indicating their wage, working hours and other working and employment conditions. The practice of contract substitution is strictly prohibited.

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- **Forced or involuntary employment:** Suppliers shall make no use of forced, bonded, indentured or any other form of compulsory labour, and Workers shall be free to leave their employment by providing reasonable notice. Under no circumstances will a Supplier:
 - confiscate or withhold Worker identity documents, work permits or any other valuable documents or items
 - charge Workers any fees or costs for recruitment, directly or indirectly, including costs associated with official documents
 - require migrant Workers to lodge deposits or security payments at any time
 - impose financial or other penalties on Workers (or those associated with them), triggered by them leaving employment
 - **Freedom of association and the right to collective bargaining:** As legally permitted, Suppliers shall allow Workers to freely join (or refrain from joining) organisations of their choice (including trade unions and worker councils) and bargain collectively, without interference, discrimination, retaliation or harassment. Where this is restricted under law, Suppliers should facilitate, and not hinder, the development of parallel means for independent and free association and bargaining. Suppliers shall ensure that Workers have a mechanism to confidentially report grievances and a process for effective remedy.
 - **Health and safety:** Suppliers should provide Workers with a safe, reasonably accessible and hygienic workplace that:
 - has adequate fire and life safety systems and equipment
 - is free of harmful pollution, toxic materials and waste
 - has in place measures and appropriate health and safety training to prevent accidents and injury at work
 - has adequate emergency and evacuation procedures for each workplace
 - Suppliers should have carried out suitable and sufficient risk assessments on all the activities undertaken by their Workers and implemented all identified control measures necessary to minimise their risks to their Workers and others who may be affected.
 - Suppliers should have arrangements in place for planning, monitoring, reviewing and continual improvement of health and safety performance.
 - **Non-discrimination and fair treatment:** Workers should be treated with respect and dignity, and Suppliers shall not discriminate on the basis of race, religion, ethnicity, disability, age, sexual orientation, political affiliation, union membership, gender, gender identity and expression, socio-economic background or marital status. Suppliers shall provide a workplace free of harsh and inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuses of Workers and with no threats of such treatment.
 - **Regular employment:** To every extent possible work performed by Workers must be on the basis of a recognised employment relationship established through national law and practice. Obligations to Workers under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.
 - **Wages and benefits:** Workers should be able to earn fair wages and be compensated in accordance with all applicable labour laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In any event wages should always be enough to meet basic needs and to provide some discretionary income. Suppliers shall not make any unlawful deductions from wages.
 - **Working hours:** Suppliers shall follow all applicable laws and regulations with respect to working hours and days of rest, and all overtime must be voluntary. In any event, Workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every seven-day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, and shall not be demanded on a regular basis.

ENVIRONMENTAL SUSTAINABILITY

As reflected in our Environmental & Energy Policy statements, A&O Shearman takes its responsibility for protecting the environment seriously and is committed to reducing its own environmental impact.

As a minimum, Suppliers should be compliant with local environmental laws and regulations, including those relating to waste disposal, pollution, discharges and air emissions. Where necessary, Suppliers will hold all required environmental licences and permits.

A&O Shearman prefers to work with Suppliers that can demonstrate evidence of their commitment to environmental protection and best practice going well beyond the minimum standards set by environmental legislation and regulation (eg adopting a Science Based Target for carbon emissions reductions, disclosing to the Carbon Reduction Project, certification to ISO 140001, ISO 50001 or equivalent). Where applicable, A&O Shearman will seek out Suppliers that can support A&O Shearman in achieving its own environmental objectives.

REPORTING CONCERNS

Actual, or suspected, material violations by a Supplier of the A&O Shearman Supplier Code of Conduct should be reported to procurement@aoshearman.com in the first instance.

Similarly, if you are a Supplier to A&O Shearman and suspect that an A&O Shearman employee, or anyone acting on behalf of the firm, has engaged in illegal or otherwise improper conduct, you should report the matter to the Associate Director – Global Head of Regulation and Conduct (email: annette.fritze-shanks@aoshearman.com or call 0203 088 2663) at A&O Shearman.



Global presence

A&O Shearman is an international legal practice with approximately 4,000 lawyers, including some 800 partners, working in 29 countries worldwide. A current list of A&O Shearman offices is available at www.aoshearman.com/en/global-coverage.

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