



Addendum to Subcontracts - Anti-Bribery/Corruption (“ABC”) and Child/Forced Labor

1.0 Purpose. This Addendum to Subcontracts (“Addendum”) is incorporated by reference in the current version of ERM’s General Terms and Conditions of Subcontracts on ERM.com and may be otherwise incorporated by reference into the subcontract to which “Subcontractor” (whether as defined in the subcontract or as identified below) is bound. Where incorporated by reference, signature on this Addendum is not required. A signature block has been provided below for cases where this Addendum is not incorporated by reference. This Addendum is a required part of any subcontracts with ERM, so where it is not incorporated by reference, this Addendum must be signed by the Subcontractor and returned to the Subcontractor’s ERM contact so it can be included in the project file. Such signed copy should also be sent via email to businessconduct@erm.com. Once signed or incorporated for a subcontract, this Addendum thereby will be incorporated in all subsequent subcontracts between ERM and Subcontractor unless superseded by a subsequent signed or incorporated version of this Addendum.

2.0 Scope. This Addendum applies worldwide to Subcontractor and all of its affiliates, and all of their Employees and Agents.

3.0 Definitions

3.1 The term “Employee” or “Employees” is specifically defined, for purposes of this Addendum, as: any personnel hired directly by Subcontractor (regardless of status classification of full-time, part-time, temporary, contract, etc.); interns (even if an intern does not receive payment by Subcontractor); employees of other companies seconded into Subcontractor, and any Subcontractor employee seconded to a non-Subcontractor company.

3.2 The term “Agent” or “Agents” is specifically defined as any member of Subcontractor’s board, any officer of Subcontractor, hired personnel, consultants, intermediaries, lobbyists, agents, representatives, independent contractors, lower tier subcontractors, and any others who act on Subcontractor’s behalf.

4.0 Obligations

4.1 Anti-Bribery/Corruption (“ABC”). Subcontractor recognizes that ERM supports governmental efforts to combat bribery and corruption. Subcontractor hereby agrees to further ERM’s support. Accordingly, without limiting the foregoing:

4.1.1 Subcontractor shall use diligent efforts in training its Employees to recognize and avoid misconduct and the appearance of impropriety while conducting business on behalf of Subcontractor. Without limiting

the obligations set forth herein, such efforts shall specifically support compliance with the UK Bribery Act, the US Foreign Corrupt Practices Act (“FCPA”), Organization for Economic Co-operation and Development (“OECD”) obligations, and shall address commercial bribery risk.

4.1.2 Subcontractor shall not, and shall ensure that its Employees and Agents do not, make, offer, or promise to make a payment or transfer anything of value, including a provision of any service, gift, favor, or entertainment to government personnel or other officials for the purpose of improperly obtaining or retaining business, or for any other improper purpose or business advantage. Further, Subcontractor shall not engage in commercial bribery. Subcontractor’s business entertainment practices shall conform to a Code of Business Conduct and Ethics adopted and implemented by Subcontractor that is substantially consistent with ERM’s Code of Business Conduct and Ethics. Further, Subcontractor shall comply with any applicable Code of the Client if communicated or available to Subcontractor.

4.1.2.1 No intermediaries. Subcontractor shall not use an agent or make a payment to any person or entity related to a local or foreign official. Subcontractor shall not make any payment to any intermediaries, including but not limited to friends, business associates or relatives of government officials, in order to circumvent this prohibition. In particular, payments or favors made to any close friend or close relative of a government official involved in any Subcontractor business, whether from ERM funds, Subcontractor funds or personal funds of an Agent or Employee of Subcontractor, are prohibited. For the purposes of this Addendum, a “close relative” means a spouse, partner, parent, step-parent, child, step-child, sibling, step-sibling, nephew, niece, immediate cousin, aunt, uncle, grandparent, grandchild, in-law, or a parent of an in-law.

4.1.2.2 Specifically forbidden behaviours. In support of, and without limiting, the foregoing, the following are forbidden:

4.1.2.2.1 To ignore or fail to report any indication of improper payments (“shrug off” issue).

4.1.2.2.2 To induce or facilitate someone else to violate this Addendum (either aiding a violation of this Addendum or attempting to create “plausible deniability”).

4.1.2.2.3 To permit an Agent, Employee or other representative of Subcontractor or

an ERM client to take questionable actions (“look the other way”).

4.1.2.2.4 To falsify, create, omit information, mischaracterize or alter any accounting or business record for the purpose of either violating this Addendum or hiding or obfuscating a violation of this Addendum.

4.1.2.3 No facilitation payments. Subcontractor shall not make any facilitation payments, including but not limited to any undocumented and unreceipted payments made to speed up routine government actions, such as issuing permits or releasing goods held in customs.

4.1.2.4. No political contributions. Subcontractor shall not make political contributions on behalf of ERM or ERM’s client. It is a violation for any funds received from ERM to be used directly for or in reimbursement of any political contribution.

4.1.2.5 Charitable contributions and Internships. Subcontractor shall carry out policies on charitable contributions and internships that are consistent with the goals of this Addendum.

4.2. Child/Forced Labor. Subcontractor recognizes that ERM is committed to the elimination of all forms of forced and compulsory labor and to the international effort to abolish child labor. Subcontractor hereby agrees to support ERM’s commitment. Accordingly, without limiting the foregoing:

4.2.1 No Employee of Subcontractor may hire child or forced labor on behalf of Subcontractor, whether in connection with Subcontractor’s duties for ERM or otherwise.

4.2.2 Subcontractor is responsible for ensuring that its Employees will be alert to any evidence of child or forced labor abuses in operations linked to Subcontractor’s business. If a Subcontractor Employee suspects child or forced labor, such Subcontractor Employee shall report their concerns immediately to their manager. Further if the concern pertains to Subcontractor’s duties for ERM, Subcontractor shall promptly notify ERM of the concern.

Student educational work experience that pertains to Subcontractor’s duties for ERM must be approved by ERM in writing in advance.

4.3 Procedures; Flow-down. Subcontractor shall implement effective procedures to carry out the requirements of this Addendum within its organization, its affiliates and its supply chain. Without limiting the foregoing, Subcontractor shall include provisions in its contracts, with any lower tier subcontractors performing work necessary for Subcontractor to carry out its duties to ERM, whereby such lower tier

subcontractors agree to be bound by the requirements set forth in this Addendum.

4.4 Information. Subcontractor represents and warrants that it has completed, and returned to ERM, ERM’s Supplier/Subcontractor Business Conduct Information Form and that all information provided therein is and will remain true, complete and correct. Subcontractor agrees that a breach of the foregoing warranty is a material breach of its subcontract with ERM.

Acknowledged and Agreed*

[Subcontractor company name] (“Subcontractor”)

By: _____

Name: _____

Title: _____

Date: _____

**Lack of signature on this Addendum does not limit the binding effect of this Addendum if it is incorporated by reference in the subcontract. Please see Section 1.0 above.*