

Global Partner Code of Conduct

Introduction

This Global Partner Code of Conduct (this “Code”) sets out the expectations of The Hackett Group, Inc. and its subsidiaries (collectively “The Hackett Group”) and defines the minimum standards of business conduct and business practices applicable to all subcontractors, resellers, consulting partners, vendors, OEMs, suppliers, agents, entities and/or individuals who do business with or on behalf of The Hackett Group (the “Partner(s)”). When choosing between this Code and any applicable law or regulation, we expect our Partners to comply with the more stringent standard. We reserve the right, upon reasonable advance written notice, to audit Partner’s compliance with this Code.

I. Compliance with Law and Partner Integrity

- a. **Conflict of Interest.** From time to time, conflicts of interest may arise. It is the Partner’s responsibility that any situation that arises, which could directly or indirectly raise questions about the Partner’s objectivity in its relationship with The Hackett Group, needs to be actively avoided and managed in an open and transparent manner. If you become aware of an actual or potential conflict of interest, you are to report it immediately with all details to The Hackett Group’s general counsel at fzomerfeld@thehackettgroup.com.
- b. **Fair Competition.** All Partners are required to comply with all applicable fair trade and competition laws and must not propose or enter into any agreement with any competitor to fix prices, margins, terms and conditions, or to in any way divide markets or customers or restrict in any way the sale of The Hackett Group’s services.
- c. **Advertising and Marketing.** Our Partners may conduct marketing and advertising activities using our name and logo only with our express written consent. All advertising and marketing materials must be truthful, accurate and properly documented. Any materials utilizing our name, logos or marks may not create any ill will, or cast The Hackett Group, or its services in a negative light.
- d. **Intellectual Property.** We respect the intellectual property rights of others and expect our Partners to do the same. All Partners are responsible for protecting any intellectual property rights entrusted to them in the course of their relationship with The Hackett Group. Partners must not use The Hackett Group’s proprietary or confidential information or trade secrets or that of its clients or third parties without the owner’s express written authorization.
- e. **Anti-Corruption, Anti-Bribery and General Business Conduct.** We are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and enforcing effective systems to counter bribery and corruption. As such, we prohibit our Partners from engaging in any form of public sector or commercial bribery and we do not accept bribes or facilitation payments in any form. Partners are responsible for ensuring that acceptance of any business courtesies, gifts or hospitalities is proper and could not reasonably be construed as an attempt by the offering party to secure favorable treatment or otherwise violate applicable laws. We expect our Partners to comply with the US Foreign Corrupt Practices Act (‘FCPA’), UK Bribery Act and other applicable anti-bribery laws and regulations, and hereby agree not to engage in any activity which could lead to accusations of breach of these acts.
- f. **Compliance with Export Regulations.** We expect our Partners to abide by all export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions (the “Export Control Regulations”) regulating the export and reexport any technology, intellectual property or software platforms. We also expect our Partners not to be named on any Export Control Regulations list of restricted parties and not to be involved in dealings with entities and individuals located in countries subject to trade embargoes or economic sanctions.

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- g. Data Privacy.** The Hackett Group respects the rights of individuals to choose how personal data pertaining to them is used and takes its obligations to safeguard and process personally identifiable information of an individual in accordance with applicable law. We commit to respecting the high standards of data protection required by European Union, Swiss and UK privacy legislation and to implement security and organizational measures for minimizing data alteration, loss or unauthorized access. We expect our Partners to comply with all applicable data protection laws and ensure that security measures are in place and that the rights of the data subjects are respected. For the purpose of any relationship between The Hackett Group and Partner each party may collect, store and use the work contact information of the other party's representatives or employees, such as their name, telephone number, e-mail address, job title. This personal data may be collected from the other Party or directly from the representatives or employees and it is necessary to allow the parties to enter into and perform under the terms of the engagement. Each Party will be responsible for informing its own representatives or employees of the processing of their personal data as provided thereof. Each Party is responsible for complying with the applicable data protection legal requirements for the purposes thereof. If any of the Parties would at any time act as a data processor on behalf of the other Party during the performance of the terms of the engagement, each subcontractor will comply with the terms of the Subcontractor Agreement Data Privacy Addendum located at <https://www.thehackettgroup.com/subcontractor-privacy-documents> and each other Partner will comply with the Hackett Vendor – Data Privacy Addendum located at <https://www.thehackettgroup.com/vendor-privacy-documents/>.

II. Labor and Human Rights

- a. Modern Slavery.** Partners will not use any forced, bonded or involuntary labor. Workers are not required to lodge deposits or identity papers and may leave in accordance with applicable law by giving reasonable notice and receiving all wages due and owing. The Hackett Group has a zero tolerance policy for any human trafficking.
- b. Child Labor.** Partners will not utilize any child labor and will comply with all applicable laws relating to the same. Partners may support internships, apprenticeships and other educational and training experiences that comply with applicable law.
- c. Health and Safety.** Partners will provide work environments that comply with the health and safety requirements prescribed by law, including the US OSHA and appropriate European laws or the laws of other jurisdictions where they conduct business.
- d. Discipline.** Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation are strictly prohibited. Disciplinary and grievance procedures must be clearly documented and communicated to all employees in the Partner's policies and procedures. All disciplinary measures of a serious nature must be recorded and actioned.
- e. Working Hours:** Partner will ensure that working hours are reasonable and comply with the law and industry standards.
- f. Freedom of Association:** Partner recognizes that employees have the right to form and join organizations of their own choosing as long as it does not contravene with its policies or otherwise interfere with its business relationships.
- g. Discrimination:** Discrimination in access to employment, training and working conditions, on grounds of race, color, sex, age, religion, political opinion, national extraction, sexual orientation, disability or social origin is strictly prohibited. The Hackett Group believes in promoting equality of opportunity and treatment as outlined in our policies and procedures.
- h. Employment terms:** Where appropriate, Partner will provide written and clear contracts which detail the terms and conditions of employment. Partner will ensure that work performed by employees is on the basis of recognized employment law and practice.
- i. Compensation.** Partner will not provide wages or benefits below the minimum required by law. Partner will provide employees with clear written information on their pay and conditions. Partner

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does not permit deductions from wages as a disciplinary measure. Partner is an equal opportunity employer and is committed to equal pay and benefits for men and women for equal work.

III. Environmental Protection

- a. All Partners shall develop, implement, and maintain environmentally responsible business practices and will comply with all applicable laws and regulations relating to the impact of their business on the environment.

IV. Information Security

- a. **Information Security.** If Partner processes or stores any confidential or personal data (as defined by law) in any manner, Partner will do so in compliance with applicable law, and employing such controls and security no less restrictive that it would use to safeguard its own confidential information and personal data.
- b. **Confidentiality.** Partners must take all precautions to safeguard any non-public information of The Hackett Group, its Partners, and its clients which they have access to, including not disclosing to anyone, inside or outside of The Hackett Group, unless disclosure is properly authorized by The Hackett Group and is otherwise required in connection with a clearly defined legitimate business need (*i.e.*, shared only on a need-to-know basis) and subject to a written confidentiality agreement or is required by law. Partner shall indemnify and defend The Hackett Group from all harm or damages resulted from any breach of confidentiality.

V. Compliance with this Code.

- a. All Partners must maintain accurate and appropriate records to demonstrate compliance with this Code and any applicable laws and regulations and Partner shall provide such records to The Hackett Group upon reasonable written notice. Any violation of this Code by Partner shall not be subject to any cure period and, upon giving notice is grounds for the immediate termination of the relationship between The Hackett Group and Partner with no penalty to The Hackett Group. Any suspected violation of this Code should be immediately reported to The Hackett Group's General Counsel at fzomerfeld@thehackettgroup.com.