

## Anti-Bribery Policy

### **1. Purpose**

This policy provides standards of conduct designed to comply with anti-bribery legislation in the United States, United Kingdom and other places where we do business ("Anti-Bribery Legislation"). Your compliance is important because violations of Anti-Bribery Legislation can result in civil and criminal penalties (including fines and imprisonment for individuals), as well as damage to Kearney's reputation.

### **2. Who Must Comply**

All personnel of Kearney, wherever they are located, must comply with this policy. Failure to adhere to this policy may result in Kearney taking disciplinary action up to and including termination of employment.

Third parties engaged as Kearney's associated consultants, independent contractors, subcontractors, consortium partners, co-bidders, business developers, joint venture partners, agents, representatives, vendors or service providers ("Business Partners") must comply with Sections 3, 6 and 8 of this policy.

### **3. Prohibition of Improper Payments**

This policy prohibits paying or receiving bribes or other improper payments, whether in the form of gifts, entertainment, or payments of money or anything else of value. A payment or gift is improper if it is:

- a. made for the purpose of securing an improper advantage to assist Kearney in obtaining or retaining business;
- b. made for the purpose of influencing a person to perform or refrain from performing an act in breach of that person's duties; or
- c. in violation of Kearney's *Gifts and Entertainment Policy*.<sup>1</sup>

Bribes and other improper gifts and payments are prohibited regardless of whether they are made directly or indirectly through third parties.

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<sup>1</sup> Note that under Kearney's *Gifts and Entertainment Policy*, all gifts or entertainment provided to government officials must receive prior approval from the Global Compliance team.

**Example:** Someone you met at an industry conference recently phoned you and said “I can refer you to a new client for a potential engagement. I have a great connection with the client (a state-owned oil and gas company) and your firm would be perfect for this one.” The acquaintance then requested that Kearney pay him 25% of the project fees as a finder’s fee. Since we have no reason to think the money is being transferred to the client, do we have to be concerned about this proposed arrangement?

**Yes.**

- We do have cause for concern that this may be an indirect bribe and you should contact the Global Compliance team for guidance.
- Deliberate ignorance or willful blindness is not a defense if it turns out the arrangement was illegal or improper.
- While such an arrangement may be entirely legitimate, it is also a typical structure for disguising bribery and corruption. We will need to conduct due diligence to ensure the arrangement is permissible.

#### **4. Standard Due Diligence**

You must exercise reasonable due diligence in the selection of any Business Partner. At a minimum:

- a. confirm Kearney is paying market rates for the goods or services proposed to be procured;
- b. confirm there are no connections between the vendor and Kearney that could give rise to a conflict of interest; and
- c. conduct an internet search for negative news coverage (in particular any allegations of corruption or financial wrongdoing).

#### **5. Enhanced Due Diligence**

This policy requires enhanced due diligence in connection with work for any client that is a government, public body, political party or that is a state-owned entity (a “Government Entity”), if that client is either (a) located in a High Risk Country (a list of such countries is provided in Exhibit 1 to this Policy) or (b) being serviced primarily out of any of the following Kearney Business Units:

Africa  
Brazil  
China  
Colombia  
Eastern Europe  
Mexico  
Middle East  
India  
Southeast Asia

“Enhanced due diligence” means standard due diligence, plus three additional steps:

- a. Completing our *Due Diligence Questionnaire*;
- b. Ensuring that protective contract language is included in the written agreement with the Business Partner; and
- c. Obtaining an annual certification from the Business Partner if engaged for longer than one year.

<i>Due Diligence Questionnaire</i>	Kearney Partner-level consultants are required to complete the <i>Due Diligence Questionnaire</i> (available at <a href="https://wapp.atkearney.com/DueDiligenceQuestionnaire/Login.aspx">https://wapp.atkearney.com/DueDiligenceQuestionnaire/Login.aspx</a> ). The Global Compliance team will perform due diligence and may ask you for additional information.
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<i>Special Contract Language</i>	Contracts must be in writing, stating the services to be performed, the amounts to be paid and other material terms and conditions. The contract must include the language set forth in <u>Exhibit 2</u> to this Policy.
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<i>Annual Certification</i>	If the engagement is expected to continue for longer than one year, the Business Partner must execute and deliver to Kearney the certification attached as <u>Exhibit 3</u> to this Policy annually (a copy of which is to be maintained by the Business Unit contracting the Business Partner.)
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Enhanced due diligence is also required for all business developers engaged by Kearney.

## 6. “Red Flags” and Other Warnings

Kearney personnel must use due diligence in the selection of any Business Partner. If due diligence reveals any “Red Flags” (see list of examples below), you must immediately bring these to the attention of the Global Compliance team.

### Examples of “Red Flags”:

- Suspected violation of Anti-Bribery Legislation or this policy by an Kearney employee or Business Partner.
- Request by a Government Entity client that Kearney engage a particular Business Partner.
- Demand by any client operating anywhere in the world that a particular Business Partner should be retained by Kearney.
- Previous charge or allegation against the Business Partner relating to fraud, bribery or corruption.
- Refusal or hesitancy by the Business Partner to promise in writing to abide by this anti-corruption policy.

Failure to bring “Red Flags” to the attention of the Global Compliance team may result in serious negative consequences for Kearney and the individual.

## **7. Political Contributions on Behalf of Kearney**

Neither Kearney nor any employee on behalf of Kearney should pay any political contribution to a domestic or foreign government, official, or political party or candidate without prior approval by the Global Compliance team. Private political contributions are not reimbursable by Kearney under any circumstances.

## **8. Questions/Reporting of Potential Violations**

You should contact the Global Compliance team immediately if you become aware of any “Red Flags” or circumstances that might indicate a violation of Anti-Bribery Legislation or this policy (or any other similar ethical breach). Alternatively, you may report a concern via the Integrity HelpLine’s [web-based portal](#), or you may call using contact information found on the: [Code of Conduct LINK page](#). It is a violation of this policy to seek retribution against any Kearney employee for communicating genuine concerns about potentially improper acts.

## **EXHIBIT 1**

### High Risk Countries

Afghanistan	Guinea-Bissau	Pakistan
Albania	Guyana	Panama
Algeria	Haiti	Papua
Angola	Honduras	New Guinea
Argentina	Indonesia	Paraguay
Armenia	India	Peru
Azerbaijan	Iran	Philippines
Bangladesh	Iraq	Russia
Belarus	Jamaica	Saudi Arabia
Bolivia	Kazakhstan	Serbia
Brazil	Kenya	Sierra Leone
Bosnia and Herzegovina	Korea (North)	Somalia
Burundi	Kosovo	South Africa
Cambodia	Kyrgyzstan	South Sudan
Cameroon	Laos	Sri Lanka
Central African Republic	Lebanon	Sudan
Chad	Liberia	Suriname
China	Libya	Syria
Colombia	Madagascar	Tajikistan
Comoros	Malawi	Tanzania
Democratic Republic of Congo	Mali	Thailand
Côte d'Ivoire	Mauritania	Timor-Leste
Djibouti	Malaysia	Togo
Dominican Republic	Mexico	Trinidad and Tobago
Ecuador	Moldova	Turkmenistan
Egypt	Mongolia	United Arab Emirates
El Salvador	Morocco	Uganda
Equatorial Guinea	Mozambique	Ukraine
Eritrea	Myanmar	Uzbekistan
Ethiopia	Nepal	Venezuela
Eswatini	Nicaragua	Vietnam
Gabon	Niger	Yemen
Gambia	Nigeria	Zambia
Guatemala	North Macedonia	Zimbabwe

## **EXHIBIT 2**

### **Contract Provisions to be Included in Business Partner Agreements**

The language below should be inserted into all agreements with Business Partners.

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1. Vendor represents, warrants and covenants that:
  - (a) Vendor has been provided with a copy of Kearney's Anti-Bribery Policy (the "Policy") and shall (and shall ensure that its subsidiaries, officers, employees, representatives and agents) comply with Sections 3, 5 and 8 of the Policy;
  - (b) Vendor shall comply in all respects with Anti-Bribery Legislation (as defined in the Policy);
  - (c) to the knowledge of Vendor, no actual or potential "conflict of interest" exists (e.g., such as where an Kearney employee is a close relative of an employee at the Vendor or an Kearney employee has a material economic interest in the Vendor); and
  - (d) at Kearney's request, Vendor will allow Kearney to audit and inspect Vendor's facilities, as well as copy any documents or files that Vendor has relating to the performance of Vendor's obligations under this Agreement, as deemed appropriate by Kearney in its sole discretion to verify compliance with the Policy.
2. Vendor shall report to Kearney immediately any information Vendor knows or suspects may indicate that an actual or potential violation of the Policy has occurred or is likely to occur. Vendor recognizes that failure to report is a material breach of the contract with Kearney.
3. Kearney may terminate this Agreement without further liability immediately upon its good faith belief that Vendor has failed to report material facts, has violated the Policy or that there is a substantial risk of violation of the Policy.

### **EXHIBIT 3**

#### Annual Certification for Business Partners

I, \_\_\_\_\_[name of signatory to this certification], a duly authorized representative of \_\_\_\_\_[name of associated consultant, contractor, agent, representative, consultant, or subcontractor company] ("**Business Partner**"), do hereby certify for and on behalf of Business Partner, that:

neither I nor, to my knowledge, any other person, including but not limited to every officer, director, stockholder, employee, representative and agent of Business Partner, has improperly made, offered to make, or agreed to make any loan, gift, donation or payment, or transfer of any other thing of value directly or indirectly, whether in cash or in kind, to or for the benefit of any Restricted Person (as defined below) in connection with any business activity of [insert name of Kearney legal entity by which Business Partner has been engaged] or any of its wholly or partially owned affiliates (collectively "**Kearney**").

For purposes of this certification, "**Restricted Person**" shall mean any private entities, government and public bodies, political parties, party officials, candidates for political office, local councils, judicial officers, public international organizations and their employees, agents and officials.

I hereby confirm that should I learn of any of the prohibited activities described above or the existence of any actual or potential "conflict of interest" (as defined in Exhibit 1 to the *Anti-Bribery Policy*), or if there are any changes in the ownership or control of Business Partner, I will immediately advise the Project Officer and the Law function at Kearney.

I hereby confirm that neither I nor anyone else at Business Partner is a foreign government official.

[Business Partner entity name]

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **ADDITIONAL INFORMATION**

<b>Document availability</b>	Internal
<b>Policy scope</b>	Kearney employees, contractors, and business partners
<b>Initial document publication</b>	February 1, 2020
<b>Present document publication</b>	March 1, 2023
<b>Version</b>	Version 2023.1
<b>Policy review timeline</b>	Annual – All policies and procedures will be reviewed on an annual basis. Kearney may periodically review its Anti-Bribery Policy as it deems necessary.
<b>Next date of review</b>	January 1, 2023
<b>Policy owner and contact</b>	Lisa Scott
<b>Approval</b>	Affan Arain