

COMPLIANCE ADDENDUM

Capitalized terms used herein but not defined herein shall have the meaning set forth in the Agreement.

1. **Code of Conduct.** Service Provider shall comply with McKinsey's Code of Conduct available at <https://www.mckinsey.com/about-us/social-responsibility/third-party-standards>.
2. **Equal Opportunity.** Service Provider does not and will not discriminate against any worker because of his or her age, color, creed, disability, national origin, race, religion, sex, marital status, sexual orientation, gender identity or veteran status, and represents that it is and will remain compliant with all applicable laws, rules and regulations concerning anti-discrimination. Where practicable, Service Provider will use reasonable efforts to use diverse suppliers to provide Services under the Agreement.
3. **Anti-Slavery Laws.** Service Provider shall comply with applicable anti-slavery, forced labour, and human trafficking laws and regulations, including the UK's Modern Slavery Act 2015, Australia's Modern Slavery Act 2018, US Trafficking Victims Protection Act 2000, and Section 307 of the Tariff Act of 1930 ("**Anti-Slavery Laws**"). Service Provider represents and warrants that as of the Effective Date, neither Service Provider nor any of its employees, directors or officers has been convicted of any offence or been the subject of any investigation or proceedings pursuant to Anti-Slavery Laws. Service Provider shall implement due diligence procedures to ensure there is no slavery or human trafficking in its supply chains. Service Provider will notify McKinsey of any breach, or potential breach, of Anti-Slavery Laws by Service Provider or of any actual or suspected slavery or human trafficking in its supply chain, which has a connection with the Services. McKinsey may terminate the Agreement immediately with written notice to Service Provider in the event of a breach of this paragraph.
4. **Trade Control Laws.** In performing the Agreement, each party agrees to comply with applicable sanctions, antiboycott, export control, and import control laws, including of the jurisdiction(s) in which the work is to be performed, the United States, the European Union, EU Member States, and the United Kingdom (collectively, "**Trade Control Laws**"). Neither party shall cause the other to violate a Trade Control Law, to become targeted for secondary sanctions, or to be penalized under Trade Control Laws. Nothing in the Agreement shall require McKinsey to take any action, or refrain from taking any action, where doing so would be prohibited or penalizable under Trade Control Laws. Neither party, nor any of its respective directors, officers, or affiliates, is a person or entity that is: (i) a restricted party under Trade Control Laws; (ii) owned 50 percent or more -- individually or in the aggregate, directly or indirectly -- or controlled by, or acting on behalf of, any individual or entity that is a restricted party under Trade Control Laws; (iii) owned or controlled by, or acting on behalf of, the Government of Venezuela; or (iv) organized under the laws of, ordinarily resident in, located in, or acting on behalf of Russia or any jurisdiction(s) subject to comprehensive sanctions under Trade Control Laws, currently Crimea, Cuba, Donetsk, Iran, Kherson, Luhansk, North Korea, Syria, and Zaporizhzhia ("**Restricted Jurisdiction**"). Each party agrees to promptly inform the other in writing if it or any of its directors, officers, or affiliates becomes such a person or entity. Service Provider will not provide to McKinsey any Deliverables for which government authorization is required for import, export, reexport, or transfer without: (i) McKinsey's prior written consent; (ii) advance notification to McKinsey of the applicable Trade Control Laws and the applicable classification(s) of such Items and/or services; and (iii) obtaining all required government authorization(s). Service Provider shall cooperate with McKinsey, including providing all relevant information at McKinsey's reasonable request, to ensure compliance with this provision. In the event a Party determines based on a reasonable assessment that this paragraph has been breached by the other Party (the "**Breaching Party**"), or that payment or provision of Services to the Breaching Party risks violating Trade Control Laws or risks subjecting the determining Party to sanctions or other penalties under Trade Control Laws, then the determining Party shall be entitled to suspend and/or terminate the Agreement immediately with written notice to the Breaching Party. McKinsey will not be obligated to make any payments that conflict with applicable Trade Control Laws.
5. **DOJ Bulk Data Security Regulations.** This Section applies with respect to any Access to McKinsey's or its affiliates' any information subject to regulation under the Final Rule, including but not limited to bulk U.S. sensitive personal data and U.S. government-related data as defined in the Final Rule, including but not limited to human 'omic data, biometric identifiers, precise geolocation data, personal health data, personal financial data, and covered personal identifiers ("**Covered Data**") by the People's Republic of China, including the Special Administrative Regions of Hong Kong and Macau, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, and the Bolivarian Republic of Venezuela (each a "**Country of Concern**") or any individual, entity, or organization defined under the Final Rule, including but not limited to entities that are located in a Country of Concern, organized or chartered under the laws of a Country of Concern, have a principal place of business in a Country of Concern, or are more than 50% owned by a Country of Concern or an individual who qualifies as a Covered Person (each a "**Covered Person**"), including any Covered Data Transaction, as each term is defined in the final rule implementing Executive Order 14117 issued by the U.S. Department of Justice ("**Final Rule**"). Service Provider represents, warrants, and covenants that: (a) neither Service Provider nor any of its affiliates who have Access to Covered Data (nor any employee or contractor of Supplier or its affiliates who has Access to Covered Data) is a Covered Person; (b) Service Provider and its affiliates will not engage in any Covered Data Transaction; and (c) Service Provider will immediately notify Company in writing if any representation in this section changes or is no longer true.

"**Access**" as used in the Section means logical or physical access, including the ability to obtain, read, copy, decrypt, edit, divert, release, affect, alter the state of, or otherwise view or receive, in any form, including through information systems, information technology systems, cloud-computing platforms, networks, security systems, equipment, or software. "**Covered Data Transaction**" as used in the Section means any transaction that involves any Access to bulk U.S. sensitive data or U.S. government-related data by a Country of Concern or Covered Person pursuant to the Agreement.

6. **Ethical Business Practices.**

- (a) Notwithstanding anything to the contrary in the Agreement, Service Provider hereby represents, warrants and covenants that:
 - a. Service Provider and its respective owners, officers, directors, employees and agents, will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act, or other applicable anti-corruption and anti-money laundering laws, as amended from time to time (collectively, the "**Anti-Corruption Laws**").
 - b. In carrying out its responsibilities under the Agreement, Service Provider will not intentionally falsify any record.
 - c. If Service Provider becomes aware that any provision of this Addendum has been breached, or any allegation of any such breach, Service Provider shall notify McKinsey in writing as promptly as possible.
 - d. In the event McKinsey reasonably determines in good faith that Service Provider has breached any of the provisions of this Addendum, McKinsey may terminate the Agreement immediately upon written notice to the other party.
 - e. Service Provider agrees to cooperate fully with any request, subpoena, or other lawful demand for information received by McKinsey that relates, in any way, to the services provided under the Agreement. Service Provider agrees to notify McKinsey within five (5)

days if Service Provider receives a request, subpoena, or other lawful demand for information related to the services provided under the Agreement.

- f. Except as otherwise disclosed to McKinsey, Service Provider or its owners, officers, directors, employees and agents has not in the past been, nor are you now the subject of any civil, criminal or regulatory investigation or proceedings related to fraud, money laundering, corruption, or bribery by any federal, state or political subdivision, or any department, agency, or instrumentality, state or political subdivision thereof ("**Government**"). Service Provider agrees to notify McKinsey immediately if at any time it becomes the subject of any civil, criminal or regulatory investigation by any Government.
 - g. If any owner, officer, director or employee (working on the Agreement) of Service Provider is or in the future becomes a Government Official during the term of the Agreement (while retaining the position of owner, officer, director or employee) Service Provider will notify McKinsey in writing within thirty (30) days of becoming aware of such appointment. In such cases, such Government Official shall recuse himself from any decision that could involve McKinsey. Furthermore, Service Provider shall not retain any Government Official or government employee in the performance of the Agreement unless it has been approved by McKinsey and, if necessary, by the competent authority or authorities and such Government Official's or employee's employer.
 - h. Service Provider shall indemnify and hold McKinsey harmless against any and all claims, losses or damages arising from or related to such breach of this Addendum.
- (b) If there is a subsequent change in the Services that will make Service Provider interact with Government Officials on behalf of McKinsey, Service Provider shall immediately notify McKinsey and, if required by McKinsey, agree to amend the Agreement and comply with McKinsey's vetting process, to take into account such change in the Services.
- (c) To the extent Service Provider will interact with any current or potential government clients or Government Officials on behalf of McKinsey, the following shall apply:
 - a. In carrying out its responsibilities under the Agreement, Service Provider and its respective owners, officers, directors, employees and agents will not:
 - i. Pay, offer, promise to pay or authorize the payment of, directly or indirectly, any money, gift or anything of value to any government or party official, candidate or employee, at any level, including (1) any officer or employee of any government or any department, agency, or instrumentality thereof; (2) any officer or employee of a company or organization controlled or owned, in whole or in part, by any government or any department, agency, or instrumentality thereof; (3) any officer or employee of any public international organization; (4) any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or any company or other organization owned by such government or department, agency, or instrumentality, or any such public international organization; or (5) any political party or official thereof or any candidate for political office (collectively, "**Government Officials**"), for the purpose of influencing any act or decision of such person or party in order to obtain or retain business or to direct business to any person, or to secure any improper business advantage or that would otherwise constitute a bribe, facilitation payment, kickback, or other illegal payment or benefit;
 - ii. Offer, promise, give, request, agree to receive or accept a financial or other advantage to or from any person as an incentive to obtain, or in exchange or as a reward for, obtaining an improper business advantage; or
 - iii. Take any other action that would cause Service Provider or McKinsey to be in violation of the Anti-Corruption Laws.
 - b. Service Provider must promptly notify McKinsey prior to transferring or assigning any obligations under the Agreement or engaging any subcontractors to assist in the performance of services under the Agreement, especially if the subcontractors would be interacting in front of Government Officials in connection to the work for McKinsey. Following receipt of any such notification, McKinsey shall have ten (10) business days to register any objections to such contemplated transfer or assignment. Service Provider shall be responsible for any due diligence associated with any transfer or assignment of obligations, or engagement of any subcontractors, under the Agreement, and shall retain documentation related to any due diligence for a period of twenty-four (24) months following the termination of the Agreement and shall, upon request, make such diligence available to McKinsey. Service Provider shall also be responsible for requiring any transferee or assignee of obligations, or any subcontractor engaged, under the Agreement, to comply with this Addendum of the Agreement.
 - c. For all payments that Service Provider may make to any Government under the Agreement, Service Provider must utilize the official website of the Government and obtain and provide to McKinsey a valid, official receipt issued by the government. If compliance with this paragraph is not possible, then Service Provider must obtain McKinsey's prior written consent before making any payment to a Government.
 - d. Service Provider shall not provide to any Government Officials any payment, gift, meal, travel or hospitality for any reason on behalf of or for the benefit of McKinsey which is not pre-approved in writing by McKinsey. Furthermore, all expenses (payments, gifts, meals, entertainment, travel, hospitality etc.) provided to Government Officials and incurred on behalf of or for the benefit of McKinsey must be properly and accurately recorded in your books and records, including date, all recipient names and titles, affiliation(s), amount, location, and business purpose, all of which shall be maintained with supporting documentation and must be submitted to McKinsey on an invoice if Service Provider request reimbursement for such expense. McKinsey will not reimburse any expenses under this clause that it determines, in its own discretion, do not comply with this clause.
 - e. All financial settlements, billings and reports rendered to McKinsey shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the contract. Service Provider also shall maintain adequate internal controls to ensure that all payments made in performance of the contract are authorized and in compliance with the contract.
 - f. Service Provider shall develop and maintain internal policies, controls and trainings to ensure that its employees understand how to comply with anti-corruption laws. Upon receiving written request from McKinsey, Service Provider shall provide satisfactory evidence to McKinsey within five (5) days of such internal policies, controls and trainings.
 - g. McKinsey shall have the right to audit Service Provider to satisfy itself that no breach of this Addendum has occurred. Service Provider may request that McKinsey engage an independent third party of international reputation and good standing and not unacceptable to McKinsey to conduct the audit. Service Provider shall cooperate fully in the audit and shall be entitled to receive copies of all final audit reports.

- h. Service Provider may be required to certify, on an annual basis and in a format to be provided by McKinsey, that it is in compliance with these provisions of this Addendum.
- i. Service Provider shall designate an individual within its organization to receive training from McKinsey on the Anti-Corruption Laws as mutually agreed to by the parties. Such designated individual shall then provide such training on Anti-Corruption Laws, using applicable training materials approved of in advance by McKinsey, on at least an annual basis to all persons employed by Service Provider who perform work for McKinsey and interact with government officials in the normal course of their responsibilities. Service Provider shall also provide such training or training materials to any subcontractors it uses in the performance of the Agreement (to the extent the use of such subcontractors by Service Provider is permitted under the Agreement).

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