BAIN & COMPANY

Last update October 29, 2026

SUPPLIER CODE OF CONDUCT

INTRODUCTION

Bain & Company, Inc. ("Bain") is committed to the highest standards of ethical conduct and social and environmental responsibility. We expect our Suppliers to comply with the standards defined in this Supplier Code of Conduct (the "Code of Conduct") in their business operations and, to have their own documented policies and processes in place addressing the matters detailed herein. Additionally, we expect our suppliers to hold their third parties to the same standards. Accordingly, Bain has created the Code of Conduct, which sets out the standards expected of any Supplier doing business with Bain.

"Supplier" means any firm, individual or third party that provides a product or service or undertakes any activity for or on behalf of Bain, either directly or indirectly.

"Supplier Representative" 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 and includes, without limitation, Supplier's principals, officers, directors, employees and independent contractors.

1. SECURITY, DATA PRIVACY AND AI GOVERNANCE

DATA PRIVACY

Suppliers must comply with applicable privacy and data protections laws and regulations in the respective countries of operation, as well as comply with all information security laws, regulations and industry standards, secure Bain confidential data and individual personal data and prohibit its unauthorized access or use. Suppliers shall maintain internal policies and procedures reasonably designed to protect data provided by Bain or obtained by the Supplier on behalf of Bain or Bain's clients ("Bain data"). Suppliers shall comply with all applicable privacy, data protection and information security laws and regulatory and judicial requirements regarding the collection, storage, processing, transmission, or disclosure of Bain data.

SYSTEM AND NETWORK ACCESS

Access to Bain systems and data is restricted to only those systems and data that are approved by Bain and necessary to perform the agreed-upon services. Any Supplier Representative that is authorized to access Bain's systems shall comply with Bain's Acceptable Use Policy which will be provided to such Supplier Representative if and as applicable. Any attempt to access data not authorized to Supplier is a violation of Bain security policy. If Bain becomes aware of a Supplier Representative attempting to access systems he or she is not authorized for, Bain will take immediate action, which may include (a) removing Supplier Representative from Bain premises; (b) terminating Supplier Representative's access; (c) terminating Supplier's services contract with Bain. Access codes and passwords may not be shared or communicated to anyone other than the individual to whom the access is assigned. Sharing of these credentials may be

cause for termination of access of Supplier Representative(s) and Supplier's services contract with Bain. All extranet (those connections that are not located physically on or within a Bain site) connections must have a Bain-approved security plan on file before the connection may be established and utilized. All Bain-owned hardware and/or Supplier-provided hardware used by Supplier to access Bain systems (including via remote access) shall be subject to a systems hardening review and vulnerability testing measures as conducted by Bain's information security teams and, if necessary, Bain can request that measures be added or configurations changed to ensure the devices meet Bain's security requirements.

The foregoing requirements shall not be deemed to limit, in any way, any representations, warranties or covenants regarding IT, data security and confidentiality included in any agreement between Supplier and Bain.

USE OF BAIN PROPERTY

Supplier is responsible for the proper use of Bain property, and must safeguard it against loss, damage, misuse or theft. Bain property is provided to Supplier for Bain business purposes only. Personal use of Bain equipment such as phones and computers should be kept to a minimum. Any unauthorized duplication and use of software is a violation of copyright laws of the United States. All Internet, intranet and e-mail activities using Bain systems are to be conducted for legitimate business purposes that are directly related to the services Supplier is performing for Bain. Supplier may not post or discuss business information concerning Bain with the media or on the Internet.

AI GOVERNANCE

In alignment with Bain's commitment to responsible AI practices and adherence to applicable laws, we expect all suppliers to demonstrate a thorough understanding and compliance with AI regulations and our established responsible AI goals principles (more information on Bain's commitment to responsible AI can be found at https://www.bain.com/about/responsible-ai/). Suppliers are required to establish robust processes for setting policies and ensuring accountability in the development and deployment of AI systems, reflecting our values of fairness, transparency, and accountability. This includes a commitment to using and/or creating AI technology in a manner that is both favourable and responsible, upholding ethical standards and minimizing potential harm. By adhering to these guidelines, suppliers contribute to the creation of an AI ecosystem that aligns with Bain's values and legal obligations.

2. ETHICAL STANDARDS

Bain seeks to identify Suppliers that conduct business with ethical standards consistent with its own. Supplier shall abide by the following ethical standards and guidelines:

- Obey all relevant laws
- Treat each other fairly, with dignity and respect
- Prepare all records of financial transactions carefully and accurately
- Report financial conditions and results of operations, honestly and promptly

- Deal honestly and fairly with clients, customers, suppliers, and financial partners
- Avoid actual and potential conflicts of interest
- Avoid the improper giving and receiving of gifts
- Safeguard Bain's assets
- Protect Bain's reputation and be mindful of online and offline public statements, including those made by key employees
- Separate personal political activities from Bain's business
- Report observed violations of legal and ethical standards

ANTI BRIBERY AND CORRUPTION PRACTICES

Bain seeks to identify Suppliers who adhere to the highest ethical standards in their business practices and their interactions with Bain. Corruption, bribery, extortion, and embezzlement, in any form, are strictly prohibited. Suppliers shall not violate the US Foreign Corrupt Practices Act, the UK Bribery Act, any international anti-corruption conventions, and applicable anti-corruption laws and regulations of the countries in which they operate, and shall not engage in corruption, bribery, extortion or embezzlement in any form. Suppliers shall not offer or accept bribes or other means to obtain an undue or improper advantage. Suppliers must uphold fair business standards in advertising, sales, and competition. Suppliers shall implement procedures to ensure its employees and suppliers comply fully with applicable anti-corruption laws and these standards.

In addition, Suppliers shall comply with US sanctions and trade controls, which are administered and enforced by the US Department of Treasury's Office of Foreign Assets Control ("**OFAC**") and other US government agencies and may also be subject to other sanctions laws applicable where we do business. Suppliers must also ensure any persons, including employees, suppliers, agents and contractors of Supplier, who are engaged in providing services to Bain remain compliant at all times with applicable sanctions and trade controls.

GIFTS; CONFLICTS OF INTEREST

Suppliers and other third parties are discouraged from giving gifts to Bain employees. In all events, Bain employees must adhere to Bain's internal policies governing gifts from third parties, including approval requirements. Bain employees may not accept excessive gifts, gratuities or entertainment from any individual or organization with which Bain has business dealings and Supplier shall refrain from giving any gifts, payments or the like that would, or could be perceived to violate this policy. Supplier should further refrain from accepting or giving any gifts, favors, payments, entertainment, loans or the like with a purpose of obtaining any improper advantage or influence for the Supplier, Bain or any third party with any client, prospective client or other third party or that create any appearance of impropriety. Supplier must disclose all potential conflicts of interest, including those in which Supplier may have been placed inadvertently due to either business or personal relationships with customers, suppliers, business associates, or competitors of Bain, or with other Bain employees. Employees of Supplier may not act on behalf of Bain in any

transaction or business relationship involving themselves or members of their family, or other persons or organization with which they or their family have any significant personal connection or financial interest

INSIDER TRADING

Buying or selling securities while in possession of material non-public information that Supplier acquires by virtue of their relationship with Bain is prohibited, as is the communication of that information to others, whether expressly or by way of making a recommendation for the purchase or sale of such securities based upon that information.

FRAUD AND INVESTIGATIONS

Supplier is expected to cooperate with Bain investigators, law enforcement and regulatory agencies in the event of any investigation of wrongdoing by Supplier or others doing business with Bain. This cooperation includes reporting violations of the law and cooperating with law enforcement agencies in their prosecution efforts.

Should Supplier receive any subpoenas, regulatory requests, media inquiries, or other third party requests concerning Bain, Supplier shall promptly forward such matter to Bain, to the extent permitted to do so by law.

REPRESENTATION OF BAIN

Supplier may not represent itself as an employee of Bain or enter into any agreement on Bain's behalf or in Bain's name.

NO PUBLICITY

Supplier shall not publicly refer to Bain as a client or partner – whether online or offline – without Bain's prior written approval.

3. HUMAN RIGHTS AND LABOR STANDARDS

PROHIBITIONS AGAINST DISCRIMINATION AND HARASSMENT

Bain does not tolerate unlawful discrimination or harassment in the workplace. Supplier must not engage in any unlawful discriminatory or harassing conduct on Bain's facilities or directed at anyone in the workplace. Discrimination or harassment based on race, color, religion, national origin, citizenship, ancestry, gender (including pregnancy), gender identity, age, disability, marital status, sexual orientation, or other protected characteristic or status is strictly prohibited.

Sexual harassment is generally defined as unwelcome sexual advances, requests for sexual favors, or other visual, verbal or physical conduct of a sexual nature when: (i) submission to such conduct is made, either explicitly or implicitly, a term or a condition of employment; (ii) submission to or rejection of such conduct affects employment opportunities; or (iii) such conduct interferes with an individual's work or creates an

intimidating, hostile, or offensive work environment. Examples of sexual harassment include, but are not limited to: sexual gestures, leering, or displaying sexually suggestive objects or pictures; derogatory comments, epithets, slurs, teasing and jokes of a sexual nature; graphic comments about an individual's sex life or body; suggestive or obscene letters, e-mails, notes or invitations; and unwelcome physical contact.

Bain may, in its sole and absolute discretion, remove from the premises any Supplier who engages in offending conduct.

Supplier must promptly report any offending behavior, whether such behavior is directed to Supplier or to employees of Bain, by notifying any member of Bain management.

COMPLIANCE WITH LABOR LAWS; LABOR STANDARDS

Supplier shall comply with all laws applicable to its business. Supplier should support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights as well as the 1998 International Labour Organization Declaration on Fundamental Principles and Rights at Work, in accordance with national law and practice.

CHILD LABOR

Suppliers are prohibited from using workers under the legal age of employment in any country or local jurisdiction where Supplier performs work for Bain. If the minimum age of employment is not defined, the

minimum age of employment shall be 15 years of age. In cases where minors are authorized to work, we expect our Suppliers to observe all legal requirements, particularly those pertaining to hours of work, wages, minimum education and working conditions.

MODERN SLAVERY AND HUMAN TRAFFICKING

Bain condemns all forms of modern slavery, forced labor, and human trafficking and is committed to preventing and addressing these practices throughout our global operations and supply chains. We expect all Suppliers to uphold the same standards and take appropriate measures to identify, prevent, mitigate, and address modern slavery risks within their own operations and supply chains.

Suppliers are expected and required to conduct their business in accordance with all applicable laws, rules and regulations including, without limitation, those that relate to modern slavery and human trafficking, such as the United Kingdom's Modern Slavery Act 2015, Australia's Modern Slavery Act 2018 and other applicable modern slavery legislation in the jurisdictions in which they operate. Suppliers shall not, and shall ensure that their employees and subcontractors or any person acting on their behalf do not, engage in any modern slavery practice, which practice may include slavery, servitude, forced or compulsory labor or the facilitation of the travel of another person with a view to that person being exploited.

Suppliers are expected to conduct proper and adequate checks on any agency or company providing labor, employees, contractors or other persons to the supplier, to ensure that such agency or company does not

engage in any modern slavery practice. Suppliers will provide reasonable assistance and information to Bain to enable Bain to comply with applicable anti-slavery law, prepare a slavery and human trafficking statement if requested by Bain, and conduct due diligence to ensure that modern slavery practice is not taking place in the Supplier's business or supply chains.

Suppliers will keep detailed and accurate records as required by law showing all actions taken to prevent modern slavery practices and compliance with applicable anti-slavery laws by themselves and those in their supply chain. Suppliers shall, upon request by Bain, provide a director or officer's certification to Bain to confirm their compliance with applicable anti-slavery law. If suppliers fail to provide such a certification, Bain shall have the right to audit Suppliers' records and personnel to verify compliance with the applicable anti-slavery law.

Suppliers are expected to warrant to Bain that they have not, and their officers, employees, agents, subcontractors and any other persons who may perform services for or on behalf of the Suppliers, have not (i) engaged in any practices that amount to modern slavery practices; (ii) breached, or caused any person to breach, any applicable anti-slavery law; (iii) been convicted of any offence involving modern slavery practice; or (iv) been the subject of any government or regulatory investigation or enquiry in relation to modern slavery or any offence under applicable anti-slavery laws. Suppliers are required to notify Bain immediately upon becoming aware of any breach or suspected breach of their obligations under this policy, or any potential non-compliance with applicable anti-slavery laws.

Where Bain believes that any officers, employees, agents or subcontractors of a Supplier are engaging in modern slavery practice, Suppliers shall be required to remove such person or entity from the performance of any services to Bain, and to take such action as Bain requires to ensure that the Supplier fully complies with applicable anti-slavery laws.

CONFLICT MINERALS

Bain expects all Suppliers comply with all applicable conflict minerals rules and adopt policies and procedures that are reasonably designed to prevent products or parts that are not responsibly sourced from entering Bain's supply chain and operations.

COMPENSATION AND WORKING HOURS

Supplier shall comply with the respective national laws and regulations regarding working hours, wages and benefits.

HEALTH & SAFETY

Bain expects its Suppliers to strive to implement the standards of occupational health and safety at a high level. Supplier shall comply with applicable occupational health and safety regulations and provides a work environment that is safe and conducive to good health, in order to preserve the health of employees and prevent accidents, injuries and work-related illnesses.

Bain maintains a drug and alcohol-free work environment. No Supplier or Supplier Representative is permitted to possess, consume, sell, or be under the influence of alcohol and illegal drugs (and legal drugs that are not used in a manner consistent with dosage requirements) while in any Bain facility. Any Supplier found to be in violation of this policy may be removed from company premises and not allowed to re-enter a Bain facility. Firearms and any other weapons are not allowed in any Bain facilities and may not be carried when conducting any Bain business. Violent or abusive behavior will not be tolerated at Bain. Any Supplier Representative engaging in such conduct may be removed from the premises and not allowed to re-enter a Bain facility.

DISCIPLINARY PRACTICES/COERCION

Bain firmly believes that everyone should be treated with dignity. Suppliers shall not inflict or threaten to inflict corporal punishment or any other forms of physical, sexual, psychological or verbal abuse or harassment on any employees.

FREEDOM OF ASSOCIATION

Supplier Representatives shall be free to join organizations of their own choice. Suppliers shall respect and recognize the right of employees to join and organize associations of their own choosing, and to bargain collectively. Employees shall not be subject to intimidation or harassment in the exercise of their right to join or to refrain from joining any organization.

4. ENVIRONMENTAL, SOCIAL AND GOVERNANCE

SUSTAINABILITY

Bain is also committed to advancing environmental sustainability and addressing climate change across its operations and supply chain. In line with our science-based climate commitments, Bain has established near-term and long-term greenhouse gas emissions reduction targets validated by the Science Based Targets initiative (SBTi). These targets reflect our commitment to reducing emissions across our operations and value chain. Bain also supports the United Nations Sustainable Development Goals.

Bain expects Suppliers to conduct business in an environmentally responsible manner, comply with all applicable environmental laws and regulations, and demonstrate continuous improvement in their environmental performance.

Suppliers shall, in a manner proportionate to the size, nature, and environmental impact of their operations:

- Greenhouse Gas Emissions Reporting: Measure, monitor, and report greenhouse gas (GHG) emissions, including Scope 1 and Scope 2 emissions and, where relevant, Scope 3 emissions, using recognized methodologies such as the GHG Protocol. Suppliers shall provide relevant emissions data to Bain upon reasonable request.

- Decarbonization and Science-Based Targets: Develop, implement, and maintain a decarbonization strategy aligned with climate science, including measurable emissions reduction objectives and timelines. Suppliers shall commit to, or demonstrate alignment with, the Science Based Targets initiative (SBTi) or another recognized science-based framework, where appropriate, and demonstrate progress in reducing emissions associated with their operations and the goods and services provided to Bain.
- Water Stewardship and Resource Efficiency: Promote responsible water use and resource management by identifying and implementing opportunities to improve water efficiency, reduce consumption, prevent pollution, and address water-related risks, particularly in water-stressed regions. Suppliers shall monitor relevant water usage and demonstrate improvements where material to their operations.
- Continuous Improvement and Accountability: Identify, implement, and provide reasonable evidence of actions to improve environmental performance, including emissions reduction, water stewardship, energy efficiency, and waste minimization. Where Suppliers do not yet meet these expectations, Bain and the Supplier may agree on a proportionate, time-bound continuous improvement plan with defined actions, milestones, and progress reporting.

Bain recognizes that Suppliers vary in size, maturity, and environmental impact and is committed to working collaboratively to support practical, measurable, and continuous improvements in environmental performance.

SOCIAL IMPACT

Bain has long-standing legacy of social impact through expanded community investments, philanthropy and volunteerism. We are deeply committed to fostering inclusion, equity, and belonging within our workforce, supported by the strength and engagement of our employee affinity groups. Bain encourages all Suppliers to partner with local governments and communities to improve the educational, cultural, economic and social well-being of the communities in which they live and serve.

Additionally, Bain has demonstrated its support for the United Nations Sustainable Development Goals https://www.bain.com/about/further/social-impact/sdg-goals/. Bain expects its Suppliers to conduct business in a responsible manner and incorporate the United Nations Sustainable Development Goals into their operations and other business relationships. Suppliers shall comply with all applicable environmental laws, regulations and standards.

Furthermore, Bain supports supply chain inclusion by encouraging thoughtful partnerships across our business ecosystem through Bain's Supplier Inclusion and Sustainability Program. We recognize that inclusive supply chains can contribute to stronger communities and broader economic opportunities. Supplier may be asked to report spend with small and historically underrepresented businesses on a quarterly basis. For additional information, please visit: https://www.bain.com/about/further/our-sustainability/us-supplier-diversity-policy/.

ASSESSMENTS

Upon request, Supplier will provide written information on its policies and practices related to compliance with the Code of Conduct through use of assessments or questionnaires. Bain is committed to working with Suppliers to ensure performance and compliance with this Code of Conduct and expects Suppliers to agree to work together with Bain to jointly address applicable and relevant topics. In the event of non-compliance with, or violation of the Code of Conduct, Bain may give the Supplier a reasonable opportunity to respond with proposed corrective actions, unless the violation is severe or incurable, or there is a violation of law. Bain may suspend or terminate its relationship with the Supplier and/or disclose the matter to the appropriate authorities if there is a violation of law.

5. COMPLIANCE

COMMUNICATION

Supplier will take appropriate steps to ensure that the principles of this Supplier Code of Conduct are communicated to their employees and throughout their own supply chains. Supplier should also take appropriate steps to ensure that the principles of this Supplier Code of Conduct are adopted and applied by their employees, suppliers, agents and contractors to the extent applicable.

ENFORCEMENT

If Bain determines that any Supplier has violated this Supplier Code of Conduct, Bain may either terminate its business relationship or require the Supplier to implement a corrective action plan. If corrective action is advised, but not taken, Bain will suspend placement of future orders and shall terminate its business relationship with Supplier.

REPORTING CONCERNS

Actual, or suspected, material violations by a Supplier of this Supplier Code of Conduct should be reported to True North Line or GlobalLegalGroup@Bain.com in the first instance. Similarly, if you are a Supplier to Bain and suspect that a Bain employee, or anyone acting on behalf of the firm, has engaged in illegal or otherwise improper conduct, you should report the matter to True North Line or GlobalLegalGroup@Bain.com.

ORGANIZATION MODEL, LEGISLATIVE DECREE 231/2001 AND CODE OF CONDUCT

If Supplier provides the Services to Bain & Company Italy, Inc., Supplier declares that it is aware that Bain has adopted and implements its own organization, management and control model pursuant to the Italian Legislative Decree 231/2001 as amended from time to time ("Modello 231") and a Code of Conduct available on www.bain.com/it/about-bain/. Supplier agrees to comply with the provisions of the Italian Legislative Decree 231/2001, with the Modello 231 and the Code of Conduct of Bain and confirms it has put in place all the necessary measures and precautions aimed at the prevention of the crimes pursuant to the Italian Legislative Decree 231/2001 in line with its corporate structure. Failure to comply with the

obligations hereunder shall constitute a material breach of this Agreement and shall give Bain the right to terminate this Agreement with immediate effect, without prejudice to the right of compensation for any damage caused to Bain.

CHANGES TO THE SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct may be revised or updated by Bain from time to time. To the extent there is a conflict between this Supplier Code of Conduct and any applicable law or provision of any agreement between Bain and Supplier, the applicable law or agreement shall apply.