

August 2026

Wood Mackenzie Supplier Code of Conduct

Version	Date	Section	Author	Description of Change
1	February 2023	All	Enterprise Risk Management & Compliance (ERM&C) and Legal Departments	Initial Document Creation
2	March 2024	All	ERM&C, Legal, Procurement Departments	Rebranding and updates related to the Speak Up Program
3	August 2026	All	ERM&C, Procurement, and Environmental Social Governance (ESG) Departments	Reformatting and periodical updates to all sections.

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1. Purpose

This Code of Conduct applies to Wood Mackenzie Ltd and all of its affiliates and subsidiaries (hereinafter collectively called “Wood Mackenzie”). Wood Mackenzie works diligently to protect the single most important asset of its business: integrity. Integrity underlies the professional expertise of its team, the quality of its analytics and services, and its reputation to thousands of customers throughout the world. Suppliers likewise have a duty to demonstrate the highest standards of business conduct, integrity, and adherence to applicable laws and regulations.

This Supplier Code of Conduct (the ‘Code’) sets out the principles and expectations Wood Mackenzie requires of its Suppliers. It gives effect, within our supply chain, to the commitments in the Wood Mackenzie Human Rights Policy and Statement on Modern Slavery and is informed by the Universal Declaration of Human Rights, the ILO Declaration on Fundamental Principles and Rights at Work and the ILO Core Conventions, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, and the ten principles of the UN Global Compact. Suppliers are required to act in accordance with the Code and check periodically for updates.

The Code does not constitute an employment contract, and nothing contained herein is intended to convey any rights, actions, or remedies to Suppliers or to create an employment relationship between Wood Mackenzie and the Supplier or the Supplier’s employees. In addition to the terms of a Supplier’s contract with Wood Mackenzie, the following provisions set forth the behavioural expectations governing the business relationship. Where any provision of this Code conflicts with the terms of a Supplier’s written contract with Wood Mackenzie, the contract shall govern to the extent of the conflict; this Code otherwise sets out minimum standards that apply in addition to, and do not replace, any higher standards agreed in that contract.

2. Scope

A Supplier is any third party, firm, or individual that provides a product or service to Wood Mackenzie. The following persons, entities, and organizations (collectively referred to as Suppliers) are covered by this Supplier Code of Conduct and thereby subject to its provisions:

- Suppliers, vendors, consultants, agents, brokers, distributors, facilitators, contractors, temporary workers, and any other third parties providing services to Wood Mackenzie.
- The owners, officers, directors, employees, and downstream contractors and subcontractors of these organizations and entities

3. Definitions

- **Code** means this Wood Mackenzie Supplier Code of Conduct, as updated from time to time.
- **Staff** means Wood Mackenzie’s directors, officers, and employees (whether full-time, part-time, temporary, or contingent).
- **Confidential Information** means any non-public information relating to Wood Mackenzie, its customers, or third parties that a Supplier accesses, learns, or creates while providing goods or services.
- **Corrective Action Plan** means a time-bound plan agreed between Wood Mackenzie and a Supplier to remediate identified non-compliance with this Code.
- **Personal Data** means information relating to an identified or identifiable individual, consistent with Wood Mackenzie’s Global Privacy Policy.

- **Recruitment Fees and Related Costs** means any fees or costs incurred in recruiting, hiring, or placing a worker, however imposed or collected, including application, medical, document-processing, travel, deposit, and agency charges.
- **Salient Risks** means those supply chain risks that pose the most severe potential impacts on people, as identified through Wood Mackenzie's risk-based due diligence process.
- **Supplier** means any third party, firm, or individual providing a product or service to Wood Mackenzie, together with the parties listed in the Scope section and their owners, officers, employees, and downstream contractors and subcontractors.

4. Governance and Review

This Code is owned by Procurement Department and is reviewed at least annually and more frequently where required following material changes to Wood Mackenzie's business, regulatory environment, or Salient Risks within its supply chain. Day-to-day management of the processes described in this Code is the responsibility of the Procurement, Environmental, Social and Governance (ESG), and Enterprise Risk Management & Compliance (ERM&C) departments. The next review is scheduled for June 2027.

5. Standards of Conduct

5.1 Anti-Bribery & Anti-Corruption

Wood Mackenzie is subject to the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act as well as other anti-bribery and anti-corruption laws adopted by the countries where it conducts business. It is Wood Mackenzie's policy that directors, officers, employees, and all Suppliers are prohibited from offering or paying, directly or indirectly, any bribe to any employee, official, or agent of any government, commercial entity, or individual in connection with Wood Mackenzie's business or activities. Likewise, acceptance of any bribe in connection with Wood Mackenzie's business or activities is also prohibited. Wood Mackenzie requires all of its Suppliers and their associated persons to establish and maintain adequate procedures designed to prevent bribery. Please see Wood Mackenzie's [Anti-Bribery and Anti-Corruption Policy](#) for more information.

5.2 Accounting Books and Records

Suppliers shall maintain accurate and transparent accounting books, records, and accounts to demonstrate compliance with anti-bribery and corruption laws and other applicable laws and regulations and this Code.

5.3 Anti-Money Laundering and Counter Terrorist Financing

Wood Mackenzie aims to contribute to a global business environment that is free from money laundering and terrorist financing activities. This commitment extends not only to our internal operations but also to our valued network of Suppliers, as we collectively strive for a secure and ethical business ecosystem.

Suppliers are expected to comply with all applicable anti-money laundering and counter terrorism financing laws and regulations. They should take all reasonable steps to prevent and detect any illegal form of payment, as well as to prevent their financial transactions from being used by others to launder money or fund terrorist activities, and they should only accept funds from reputable clients and third parties engaged in legitimate business activities with funds derived from legitimate sources. Suppliers should have adequate controls in place to ensure that subcontractors in their supply chain also comply with all applicable anti-money laundering and counter terrorism financing laws and

regulations.

In the event of any anti-money laundering or counter terrorism financing investigations or audits, Suppliers are expected to cooperate with Wood Mackenzie, and they are obligated to inform Wood Mackenzie of any investigations, legal actions, or regulatory proceedings related to anti-money laundering or counter terrorism financing matters that may impact their ability to fulfil contractual obligations.

5.4 Economic Sanctions, Trade Restrictions and Export Controls

Wood Mackenzie is committed to conducting its business in a legal and ethical manner and refuses to engage in prohibited trade practices or to do business with parties who are subject to recognised trade restrictions or economic sanctions. This commitment highlights the necessity of developing a business ecosystem that is aligned with and adheres to all sanctions and trade restrictions and export control laws, emphasizing compliance throughout our Supplier network.

Suppliers and their subcontractors must at all times comply with all applicable economic sanctions and trade restrictions imposed by the United Nations, the United Kingdom, the United States, the European Union, and other countries or relevant authorities. This includes broad and targeted sanctions on specific individuals, entities, and countries, as well as any transaction involving goods, technology, software, services, or technical support that may be subject to trade restrictions.

Suppliers must conduct due diligence to ensure that their business activities do not support sanctioned activities. Failure to comply with sanctions laws and regulations may result in the termination of the Supplier relationship with Wood Mackenzie.

Suppliers must promptly report any concerns or suspicions regarding potential sanctions violations to Wood Mackenzie and are expected to cooperate fully in any investigations, audits, or inquiries related to sanctions compliance. Please see Wood Mackenzie's Global Sanctions Policy for more information.

5.5 Gifts, Hospitality, Meals & Entertainment (GHM&E)

Suppliers shall avoid actual or apparent conflicts of interest with Wood Mackenzie and shall promptly disclose any personal, financial, or other relationship that could reasonably be seen to influence the impartiality of a Wood Mackenzie employee or the Supplier's own personnel. Suppliers shall not offer, provide, or accept any gift, hospitality, meal, entertainment, or other thing of value to or from Wood Mackenzie personnel where doing so could improperly influence, or appear to improperly influence, a business decision; any such GHM&E must be modest, infrequent, transparent, lawful, and consistent with Wood Mackenzie's [Anti-Bribery and Anti-Corruption Policy](#) and GHM&E procedure, and cash or cash equivalents shall never be offered or accepted.

Suppliers acknowledge that Wood Mackenzie personnel are required to record GHM&E and obtain pre-approval other than for items below the thresholds defined by Wood Mackenzie, shall cooperate with those controls (including by providing accurate supporting information), and shall not seek to circumvent them by structuring or splitting items to fall below approval thresholds. Where a Supplier suspects a recipient or giver may be a government or public official, or has any other concern about the recipient, it shall raise this with Wood Mackenzie's ERM&C Department before proceeding.

5.6 Fair Competition and Antitrust

Suppliers shall compete fairly and comply with all applicable competition and antitrust laws. Suppliers shall not engage in bid-rigging, price-fixing, market allocation, or the improper sharing of competitively sensitive information with competitors in connection with any Wood Mackenzie procurement process or the provision of services to Wood Mackenzie.

5.7 Protection of Human Rights

Suppliers shall conduct their activities in a manner that respects human rights as set out in the Universal Declaration of Human Rights, the ILO Core Conventions; and consistent with the UN Guiding Principles on Business and Human Rights. Suppliers shall uphold:

- **Anti-discrimination and Fair Treatment:** Wood Mackenzie is an equal opportunity employer. Suppliers that work with Wood Mackenzie shall not discriminate in worker recruitment, compensation, advancement, or retention based on any criteria prohibited by law, including, but not limited to, race, creed, colour, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex, marital status, familial status, veteran status, and sexual orientation or gender identity and/or expression. The Supplier's employment decisions must be based on qualifications, skills, performance, and experience. Suppliers shall ensure that employees are treated and treat each other fairly and with respect and dignity.
- **Employment Practices:** Suppliers shall employ all employees on a voluntary basis and shall not use any form of slave, forced, bonded, indentured, or involuntary labour. Suppliers shall not engage in human trafficking or exploitation and shall not retain employees' government-issued identification, passports, or work permits as a condition of employment. Suppliers shall not charge Recruitment Fees or Related Costs; where such fees are to have been paid by workers, the Supplier shall reimburse them (the employer pays principle).
- **Employment Status:** Suppliers shall employ workers who are legally authorized to work in their location and facility. Suppliers are responsible for validating employees' eligibility-to-work status through appropriate documentation.
- **Freedom of Association and Collective Bargaining:** Suppliers shall respect the rights of workers to associate or not associate with any groups, to organise, and to bargain collectively, as permitted by and in accordance with all applicable laws and regulations, and shall engage constructively in social dialogue with workers and their chosen representatives.
- **Grievance access for workers:** Suppliers shall provide their workers with access to an effective grievance channel through which concerns can be raised confidentially and without fear of retaliation and should make workers assigned to the Wood Mackenzie account aware of our [Speak Up Policy](#).
- **Provide a Safe Workplace:** Suppliers shall ensure that they are in compliance with all employee health and safety laws and regulations in all areas where they have responsibility for workers. Suppliers shall have systems to prevent, detect, and respond to potential risks to the safety, health, and security of all employees and ensure that all workers receive communication and training on emergency planning and safe work practices.
- **Underage Labour:** Suppliers shall comply with local minimum age laws and ensure that no underage labour is being used or has been used in the goods or services provided by them or on their behalf. Suppliers shall not use child labour. Suppliers shall comply with ILO Convention 138 (minimum age) and ILO Convention 182 (worst forms of child labour) all applicable local minimum-age laws, applying whichever standard affords greater protection, and shall ensure appropriate protections for young workers (under 18), including exclusion from hazardous work and night-shifts.

- **Wage and Benefits:** Suppliers shall ensure that their workers are paid lawful wages and benefits, including overtime, premium pay, and equal pay for equal work, without discrimination and in accordance with all applicable laws. Suppliers are expected to work towards paying wages sufficient to meet workers' basic needs, informed by living wage principles.
- **Zero Tolerance for Harassment:** Wood Mackenzie has a zero-tolerance policy for harassment of any kind. No form of physical, sexual, psychological, or verbal harassment or abuse shall be tolerated. Wood Mackenzie's zero-tolerance policy covers all forms of harassment, including sexual harassment and unwelcome verbal, visual, physical, or other conduct that creates an intimidating, offensive, or hostile work environment. Suppliers shall create a work environment in which employees feel valued and respected for their contributions.

Please see Wood Mackenzie's [Statement on Modern Slavery](#) and Wood Mackenzie's [Human Rights Policy](#) for more information.

5.8 Diversity

Wood Mackenzie is committed to diversity and inclusion within the company and seeks to do business with a diverse mix of Suppliers, including businesses owned by minorities, women, and veterans, among others. Wood Mackenzie expects its Suppliers to apply the same principle within their own organisations and subcontracting arrangements, promoting diversity in race, colour, religion, national origin, ancestry, alienage or citizenship status, age, disability, sex, marital status, familial status, veteran status, and sexual orientation or gender identity and/or expression and to take active steps – such as inclusive Recruitment practices – to support this. Please see Wood Mackenzie's Statement on Inclusion, Diversity & Belonging.

5.9 Environmental Responsibility

Suppliers shall, at a minimum:

- Comply with all applicable environmental laws, regulations and permits in the jurisdictions they operate in.
- Manage, reduce, and report on the environmental impacts of their operations including greenhouse gas emissions; waste reduction and management; water use and responsible waste water disposal; and the proper handling and disposal of hazardous materials.
- Operate a structured approach to environmental management proportionate to the nature and scale of their business; certification to a recognised standard (e.g. ISO 14001) or an equivalent management system is encouraged.
- Measure and disclose greenhouse gas emissions upon Wood Mackenzie's reasonable request and work towards reduction objectives.

Wood Mackenzie further encourages Suppliers of goods and services to proactively suggest options that lessen the environmental impacts associated with what they supply.

5.10 Responsible Sourcing

Suppliers are responsible for their own supply chains and shall extend the standards of this Code, or equivalent, to their contractors and subcontractors involved in servicing Wood Mackenzie. Suppliers shall:

- Maintain visibility of their sub-tier supply chain sufficient to identify contractors and subcontractors performing a material part of the work for Wood Mackenzie, and provide this information to Wood Mackenzie upon reasonable request;

- Conduct risk-based due diligence over their supply chain, prioritising higher-risk categories, geographies, and sub-tiers, and take corrective action where standards are not met;
- Report to Wood Mackenzie, upon request, on the outcomes of their own supply chain due diligence and any material findings or remediation relating to the standards in this Code;
- Not subcontract work performed for Wood Mackenzie in a manner designed to circumvent this Code and shall remain accountable for the conduct of their subcontractors in relation to that work.

5.11 Privacy, Data Protection, and Information Security

Suppliers have a duty to protect confidential information. Suppliers are expected to comply with all privacy and security laws and regulations and all other applicable confidentiality laws and regulations governing the protection, use, and disclosure of Wood Mackenzie proprietary, confidential, and personal information. Suppliers may use confidential Wood Mackenzie information to perform work on behalf of Wood Mackenzie. Suppliers must safeguard the confidential information of third parties, including anything that Suppliers learn or create while providing services.

Suppliers must be aware of and follow all local laws and regulations regarding the privacy of individuals, including employees and customers. Suppliers should never disclose personal information to anyone outside of Wood Mackenzie except as required by legal or regulatory process and permitted by the Supplier contract.

Suppliers that access, process, store, or transmit Wood Mackenzie or customer data shall maintain technical and organisational security controls appropriate to the sensitivity of that data, including access controls, encryption where appropriate, and vulnerability and patch management. Suppliers shall notify Wood Mackenzie without undue delay upon becoming aware of any actual or suspected data breach or security incident affecting Wood Mackenzie data, and shall ensure that any subcontractor or sub-processor engaged to support the Wood Mackenzie account is bound by data protection and security obligations equivalent to those in this Code.

5.12 Intellectual Property

Suppliers shall respect Wood Mackenzie's intellectual property rights and those of third parties, and shall not use, reproduce, or disclose Wood Mackenzie's proprietary data, software, or confidential materials except as authorised to perform services for Wood Mackenzie. Where Suppliers develop or deliver software, data, or other works for Wood Mackenzie, they shall ensure that any third-party or open-source components are properly licensed and disclosed, and that delivered work product does not infringe the intellectual property rights of any third party.

5.13 Responsible use of Artificial Intelligence (AI) and Data

Where Suppliers use artificial intelligence, machine learning, or other automated tools in delivering services to Wood Mackenzie, they shall do so responsibly and transparently. Suppliers shall not input Wood Mackenzie confidential, proprietary, or personal data into any public or third-party AI tool without Wood Mackenzie's prior written authorisation, shall take reasonable steps to identify and mitigate bias or inaccuracy in AI-generated outputs used in connection with Wood Mackenzie's business, and shall disclose to Wood Mackenzie, upon request, any material use of AI in the performance of the relevant services.

5.14 Business Continuity and Operational Resilience

Suppliers that provide services, technology, or data that are material to Wood Mackenzie's operations shall maintain appropriate business continuity and disaster recovery arrangements and shall notify Wood Mackenzie promptly of any event that materially disrupts, or is reasonably likely to disrupt, their ability to deliver the relevant services.

5.15 Communication and Training Obligations

By agreeing to do business with Wood Mackenzie, Suppliers acknowledge an obligation to the following:

- Communicate the expectations contained in this Code of Conduct to all employees, contractors, and subcontractors, and third parties assigned to service the Wood Mackenzie account.
- Ensure that all employees are trained as required by all applicable laws and regulations, including, but not limited to, anti-bribery and anti-corruption, modern slavery and human trafficking, privacy and security, and employee health and safety.

6. Speak Up Platform

Wood Mackenzie provides a confidential hotline, operated, and maintained by a leading company independent of Wood Mackenzie. The Speak Up platform provides Wood Mackenzie's stakeholders, including Suppliers, a way to safely report alleged financial misconduct, bribery and corruption, modern slavery, conflict of interest or other concerns relating to Wood Mackenzie, as well as other potential improprieties, including those that fall under this Supplier Code of Conduct.

All Suppliers are obligated to promptly notify Wood Mackenzie of any failure(s) to comply with this Supplier Code of Conduct. Suppliers agree that anyone making a confidential report shall not be retaliated against as stated in our [Speak Up Policy](#). Speak Up reports can be made online or by phone. Online reports can be submitted via the [Wood Mackenzie Speak Up Program](#). Reports by phone can be made using one of the [global hotline phone numbers](#). Both online and phone reporting are available 24/7/365 in various local languages across the globe.

Consistent with the effectiveness criteria of UNGP31 and Wood Mackenzie's [Human Rights Policy](#), reports will be acknowledged within seven business days and handled as described in Wood Mackenzie's [Speak Up Policy](#). Retaliation of any kind against any person – including a Supplier's worker – for raising a concern in good faith or participating in an investigation is strictly prohibited. All Suppliers are obliged to promptly notify Wood Mackenzie of any failure(s) to comply with this Code.

7. ESG, Compliance Monitoring and Corrective Action

Wood Mackenzie conducts a risk-based approach to Supplier due diligence, aligned with its Human Rights and Anti-Modern Slavery policies.

- Screening: Current and prospective Suppliers are screened for sanctions and adverse media (including human rights, modern slavery, and human trafficking violations) on a daily basis through an independent risk monitoring organisation. Our target is 100% coverage.
- ESG assessments: Wood Mackenzie reserves the right to identify Suppliers as higher risk based on spend, category or geography and may require them to complete ESG questionnaires or assessments and to share the results with Wood Mackenzie.
- Audits: Wood Mackenzie reserves the right to conduct announced or unannounced audits and assessments of the Supplier's facilities, operations, systems, processes, books, and records. Such audits may be conducted on-site, remotely, or through the review of documents, certifications, questionnaires, or other information requested by Wood Mackenzie. Wood Mackenzie may also conduct confidential worker interviews in connection with such audits or assessments.

- Where non-compliance is identified, Wood Mackenzie's preference is to agree a time-bound corrective action plan with the Supplier and to verify its completion. Where the Supplier is unwilling or unable to remediate, or where violations are egregious, Wood Mackenzie may suspend or terminate the business relationship, subject to the terms and conditions of the contract. Where a Supplier has caused or contributed to harm, Wood Mackenzie expects the Supplier to provide for an appropriate remedy for those affected.

8. Acknowledgment

By accepting any contract from Wood Mackenzie, the Supplier acknowledges acceptance of Wood Mackenzie's Supplier Code of Conduct and represents that it is in compliance with the Code's provisions. The Supplier understands that Wood Mackenzie may refuse to continue doing business with the Supplier if the Supplier fails to comply with this Code, subject to the terms and conditions of the contract.

Policy Governance

Policy Owner:	Jenny Sulak, SVP, Head of Operations
Applicable:	All Wood Mackenzie Staff
Classification:	External Policy
Last updated:	August 2026
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