

## FOCUS FINANCIAL PARTNERS INC. VENDOR CODE OF CONDUCT

### Establishment and Purposes

This Vendor Code of Conduct (this “*Code*”) of Focus Financial Partners Inc. (“*Focus*”)<sup>1</sup> sets forth Focus’s minimum expectations for any person or entity (a “*Vendor*”) providing goods or services to Focus. Vendors are expected to understand the requirements of this Code and operate in accordance with the expectations outlined in this Code. These requirements are consistent with Focus’s values and are applicable to all Vendors. Vendors must act with integrity and are expected to demonstrate a commitment to legal, ethical, safe, fair, environmentally responsible and inclusive business practices. This Code outlines Focus’s expectations of all Vendors, as well as their respective employees, officers, directors, agents, staff and contractors (collectively, “*Personnel*”), and in instances where standards outlined in the Code differ from applicable local laws, rules or regulations (collectively “*Laws*”), Vendors must respect these standards within the framework of the applicable Laws.

### Legal and Regulatory Compliance; Ethical Conduct

Vendors shall at all times operate in full compliance with all applicable Laws within the jurisdictions in which they operate. Vendors shall also:

- commit to the highest standards of ethical conduct when dealing with their employees, officers, directors, agents and contractors (collectively, “*Personnel*”), as well as their suppliers, customers and other relevant stakeholders.
- accurately record and disclose information regarding their business activities, structure, financial situation, and performance in accordance with all applicable Laws and prevailing industry business practices;
- prohibit any and all forms of fraud, extortion, theft or embezzlement by their Personnel;
- respect intellectual property rights and safeguard confidential information and data; adopt and maintain processes to provide reasonable protections for personal, proprietary and confidential information, including information that Vendors may access, receive or process on behalf of Focus; ensure that the transfer of technology and know-how is effectuated in a manner that protects intellectual property rights; and comply with all applicable privacy/data protection and information security Laws;
- implement processes and procedures and exercise due diligence to detect and avoid counterfeit parts; and

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<sup>1</sup> When we use the term “Focus” in this document, we mean Focus Financial Partners Inc. and other headquarters entities, including Focus Financial Partners, LLC and Focus Operating, LLC, and we specify where we intend to refer to our other subsidiaries, including our partner firms, where applicable.

- implement processes to address the confidentiality and protection of any employee who in good faith raises a concern, makes a report, or assists with an investigation related to potential ethical or criminal violations.

### **Bribery and Corruption**

Focus is committed to complying with all anti-corruption Laws that prohibit bribes, kickbacks, or other corrupt actions to obtain or retain business or obtain any improper advantage. Vendors shall not directly or indirectly solicit, receive or offer any form of bribe, kickback, or other corrupt payment, to or from any person or organization, including but not limited to government agencies or officials, companies or Personnel of those companies. When doing business with or conducting business on behalf of Focus, Vendors may, for legitimate business purposes, offer gifts or entertainment to suppliers, customers or other business associates, or accept gifts or entertainment offered by suppliers, customers or other business associates, so long as, in each instance, the gift or entertainment: is unsolicited; is not illegal or in violation of this Code; is not a bribe, kickback or other illicit payment; is not given in exchange for any consideration; would not embarrass Focus and its subsidiaries, including its partner firms, if disclosed publicly; and does not create the appearance, or an actual or implied obligation, that the gift giver is entitled to preferential treatment, an award of business, better prices or improved terms of sale. Vendors shall also not engage in money laundering or the funding of terrorist or criminal activities, or any activities that facilitate the foregoing,

### **Conflicts; Insider Trading**

Vendors must avoid the appearance of or actual improprieties or conflicts of interest. Furthermore, Vendors and their Personnel must avoid insider trading by buying or selling Focus stock when in possession of information about Focus or its subsidiaries, including its partner firms, that is not available to the investing public and that could influence an investor's decision to buy or sell Focus stock.

### **Labor and Employment Practices; Human Rights; Health and Safety**

Vendors shall:

- uphold the human rights of all of their Personnel and treat them with dignity and respect;
- employ only those Personnel who meet the applicable minimum legal age requirements, and in no event utilize child labor;
- not use or engage in any indentured or forced labor, slavery or servitude, human trafficking or compulsory labor;
- ensure that Personnel are entitled to working hours, rest periods and breaks, holidays and leave periods in compliance with all applicable Laws;
- ensure that workers are paid at least the minimum legal wage under applicable Laws or a wage that meets local industry standards, whichever is greater;

- employ workers on the basis of their ability to do the job and treat them with dignity and respect, and not engage in or permit corporal punishment or threatened or actual violence;
- not engage in any discrimination, abuse or harassment of any kind based on an individual's race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national, social or ethnic origin, sex (including pregnancy, childbirth, breastfeeding and/or related medical conditions), gender, gender identity or gender expression (including actual or perceived gender or actual or perceived status as an individual who is transgender, gender non-conforming or intersex), sexual orientation, age, ancestry, physical disability, mental disability, medical condition, genetic information, marital or family status (including reproductive health decision making, including the use of particular drugs, devices or medical services), political affiliation, citizenship status, protected military or veteran status (including status as a Vietnam-era veteran) or any other status or basis protected by any applicable federal, state, or local ordinances or Laws;
- respect employees' freedom of association and their right to collective bargaining and to join or not join any lawful organization, including but not limited to trade unions and works councils, as required by applicable Laws;
- take responsibility for the health and safety of all Personnel, including by implementing and maintaining a health and safety management system to ensure a safe work environment and minimize physical hazards for all Personnel; and
- ensure workplace security for Personnel by maintaining a workplace free of violence, intimidation and other unsafe or disruptive conditions and providing security safeguards for Personnel, as needed, while maintaining respect for employee privacy and dignity.

## **Environment**

Vendors shall:

- maintain all required environmental permits and registrations and follow the operational and reporting requirements of those permits;
- comply with regulated substance and product content specifications; and
- minimize environmental pollution and make continuous improvements to reduce or eliminate solid waste, wastewater and air emissions.

## **Application; Reporting Questionable Actions or Possible Violations**

Vendors shall ensure that their Personnel comply with this Code when providing goods or services to Focus, and Vendors' suppliers and/or subcontractors are expected to conform to standards of conduct equivalent to the provisions of this Code. To monitor this, Focus may request documentation, conduct onsite audits or risk assessments, review and approve corrective action plans, and verify implementation of corrective action. If any Vendors or their Personnel or other representatives wish to report any questionable behavior or possible violations of this Code, Focus has a variety of resources available to assist, and Vendors are encouraged to work with their primary contacts from Focus in resolving any business practice or compliance concerns. However, Focus recognizes that there may be times when this is not possible or appropriate. In such instances, the concerned individual may call Focus's toll-free complaint hotline at 844-399-5153, or may report any questionable behavior or possible violations of this Code pursuant to the following link: <http://www.openboard.info/FOCS/>. Focus will not tolerate any retribution or retaliation taken against any individual who has in good faith sought out advice or has reported questionable behavior or a possible violation.

If a Vendor is in violation of this Code, Focus expects the Vendor to notify Focus as promptly as possible and remedy the violation in a timely and sensitive manner. Failure to do so may lead to review or termination of the relationship with Focus. Focus is committed to continuously reviewing and updating this Code. Therefore, this Code is subject to modification from time to time. The contents of this Code are in addition to and do not in any way affect or prejudice any of the rights or remedies of Focus or its subsidiaries, including its partner firms, under any contracts with any Vendors. In the event of any non-compliance with this Code or breach of contract, Focus reserves its rights and retains the sole discretion to exercise any rights under this Code, any relevant contract and/or applicable Laws. The failure or omission by Focus to insist on strict performance and compliance with any provision of this Code at any time shall in no way constitute a waiver of its rights. In the event of any conflict or ambiguity between any provision of this Code and the provision of any relevant contract with any Vendor, the provisions of that contract will prevail.

**Adopted: March 20, 2020**