



Supplier and Service Provider Code of Conduct

1. Policy Statement

The reputation of Gemological Institute of America, Inc. (“GIA,” the “Institute,” or “our”) for integrity and independence is central to its mission of ensuring the public trust in gems and jewelry. This Supplier and Service Provider Code of Conduct (“Code of Conduct”) is fundamental to protecting GIA’s reputation for integrity by ensuring that GIA enters into business relationships with individuals and entities who engage in ethical business practices, are not sanctioned individuals or entities and who embrace GIA’s commitment to integrity.

2. Purpose

The purpose of the Code of Conduct is to outline the conduct which GIA expects of its suppliers, service providers and other third parties to ensure compliance with all applicable laws and regulations while conducting business with or on behalf of GIA.

GIA expects its suppliers, service providers and other third parties to agree to the following:

3. Human Rights and Fair Labor Practices

- 3.1. No Discrimination: You agree to: a) commit to a workforce and workplace free of harassment and unlawful discrimination; b) provide employees with procedures they can use to bring workplace concerns, including those involving harassment and discrimination, to the attention of management for appropriate resolution; c) provide equal opportunity in the workplace and not engage in discrimination in hiring, compensation, access to training, promotion, termination, and/or retirement based on race, color, sex, national origin, religion, age, disability, gender identity or expression, marital status, pregnancy, sexual orientation, political affiliation, union or labor association or veteran status.
- 3.2. Prohibit Use of Child Labor: Child labor must not be used under any circumstance. You are prohibited from employing anyone under the age of 16 or under the legal minimum working age, whichever requirement is most restrictive.
- 3.3. Prohibit Involuntary Labor: All forms of forced labor are prohibited, including indentured labor, bonded labor, prison labor or any other form of forced labor. Engagement in any form of human trafficking or involuntary labor through threat, force, fraudulent claims, withholding of salary, or other coercion is prohibited.
- 3.4. Access to Work-Related Documents: You are prohibited from requiring workers to lodge “deposits”, withholding employee identity or immigration papers or destroying, concealing, confiscating or otherwise restricting or denying workers’ access to such documents. Workers must be free to resign their employment in accordance with local and national laws or regulations.



- 3.5. Provide Fair Compensation: You agree to provide fair compensation for all employees and workers. Such compensation must meet the legal minimum standards and be sufficient to afford a decent standard of living for the worker and her or his family.
- 3.6. Treat Employees with Dignity and Respect: You must not engage in physical abuse or discipline, the threat of physical abuse, or sexual or other harassment.
- 3.7. Meet Working Hour and Rest Day Requirements: You are prohibited from requiring workers to work more than the maximum hours as set by international standards, local and national laws, whichever is most restrictive.
- 3.8. Ensure Freedom of Association: Respect workers' right to freedom of association and collective bargaining in accordance with local legal requirements.

4. Environment, Health & Safety Disclosures

- 4.1. Comply with all applicable environmental, health and safety (EHS) laws and regulations including laws that regulate hazardous materials, air and water emission and wastes, occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, sanitation; provide workers a safe and healthy workplace, and take action to minimize the causes of hazards inherent in the working environment.

5. Conflicts of Interest

- 5.1. Avoid any actual or potential conflicts of interests in connection with your work on behalf of GIA. Disclose any family or financial relationship with any GIA employee to the ethics and compliance department at compliance@gia.edu or by using the GIA Helpline at www.giawis.ethicspoint.com.

6. Anti-Corruption

GIA is committed to complying with the U.S. Foreign Corrupt Practices Act ("FCPA") and the anti-corruption and anti-money laundering laws of the countries in which we operate.

- 6.1. You must not participate in any bribery or kickbacks of any kind, whether in dealings with government officials or individuals in the private sector.
 - 6.1.1. You must comply with all applicable anti-corruption and anti-money laundering laws, including the FCPA, as well as laws governing lobbying, gifts, and payments to public officials, political campaign contribution laws, and other related regulations.
 - 6.1.2. You must not, directly or indirectly, offer or pay anything of value (including travel, gifts, hospitality expenses, offers of employment and charitable donations) to any official or employee of any government, government agency, or political party to improperly influence any act or decision of the official, employee or candidate for the purpose of promoting the business interest of GIA in any respect.
 - 6.1.3. GIA strictly prohibits facilitation or "grease" payments. Suppliers, service providers or any other third parties shall not make any facilitation payments on behalf of GIA.



7. Travel, Gifts and Entertainment

- 7.1. Use good judgment when exchanging business courtesies. Gifts, meals, entertainment, hospitality, and trips that are lavish or lack transparency or a legitimate purpose may be viewed as bribes, may create the appearance of a conflict of interest, or may be perceived as an attempt to improperly influence decision making. Giving business courtesies to GIA employees, if at all, should be modest and infrequent. Never give anything to gain an improper business advantage. Comply with the following guidelines:
 - 7.1.1. You are prohibited from paying expenses for travel, lodging, gifts, hospitality, entertainment, or charitable contributions for government officials on GIA's behalf.
 - 7.1.2. Do not offer anything of value to obtain or retain a benefit or advantage for the giver, and do not offer anything that might appear to influence, compromise judgment or obligate the GIA employee.
 - 7.1.3. Entertainment and meals should be modest, infrequent and occur in the normal course of business.

8. Anti-Competition

- 8.1. Conduct business in full compliance with antitrust and fair competition laws that govern the jurisdictions in which you conduct business.

9. Trade Controls and U.S. Economic Sanctions

- 9.1. Comply with all applicable U.S. Sanctions regulations, trade controls, as well as applicable export, re-export and import laws and regulations.

10. Intellectual Property and Privacy

- 10.1. Adhere to all legal obligations concerning GIA's patents, trademarks, copyrights, trade secrets, confidentiality agreement and other intellectual property rights.
- 10.2. Follow all local privacy and data protection laws.

11. Business Records

- 11.1. Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy.

12. Audit Rights

- 12.1. While you are expected to self-monitor and demonstrate compliance with this Code of Conduct, GIA may audit you or inspect your facilities to confirm compliance.

13. Due Diligence on Suppliers and Service Providers

- 13.1 All prospective and current suppliers, service providers or other third parties with whom GIA does business including owners, officers, directors, beneficial owners, will undergo due



diligence screenings and assessments performed by GIA's ethics and compliance department.

13.2 The due diligence background screening may include any of the following searches, as allowable by local law and regulation:

13.1.1. Screenings for government sanctions, exclusions and other watch lists

13.1.2. United States sex offender registry

13.1.3. Civil and criminal court records

13.1.4. Other background information obtained from any law enforcement agency, administrator, government agency, court, information service bureau, including, but not limited to, criminal history

13.3 Agreement

By submitting personally identifiable information to GIA for consideration, you and your owners, directors, officers and beneficial owners and any other third parties authorized to conduct business with GIA, agree that GIA may undertake any of the above identified searches.

14. Monitoring and Updating Information

14.1 GIA will continue to monitor the activity of the supplier, service provider or other third party, including conducting periodic due diligence screenings and/or investigations to ensure compliance with all applicable laws and regulations.

15. Duty to Report

15.1. You have a duty to report all suspected or actual violations of this Code or any applicable laws and regulations by you, your employees, agents and/or third parties supplying goods or services to GIA by using the GIA Helpline at www.giawis.ethicspoint.com.

16. Supplier and Service Provider Code of Conduct Acknowledgement

I understand that the company I represent ("Supplier") is expected to conduct itself ethically and to comply with all applicable laws and regulations. I also understand that failure to do so could result in termination of our business relationship with GIA.

I understand that GIA will conduct due diligence screening on the Supplier as part of its Know Your Supplier Program.

I am the duly authorized officer, principal or representative of the below Supplier with the right to bind the Supplier by this acknowledgement.



Department:
Document ID:
Policy Owner:
Original Effective Date:

Compliance and Ethics
COM-COM-PO-0061-01
Vice President & Chief Ethics and Compliance Officer
06/06/2017

Supplier Company Name

Signatory Printed Name and Title

Signature

Date

17.Revision History

Revision Date	Description	Approved by
06/06/2017	Initial Release	President's Policy Committee
04/14/2020	Entire policy rewrite (version B)	VP & Chief Ethics and Compliance Officer