



# **Circana, Inc.**

# **Government Contracting**

# **Code of Business Ethics**

# **and Conduct**

v1

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## Table of Contents

	Page
<b>Introduction</b> .....	<b>1</b>
<b>Definitions</b> .....	<b>1</b>
<b>Bid Pricing and Proposals</b> .....	<b>2</b>
<b>Gifts and Gratuities</b> .....	<b>2</b>
<b>Conflicts of Interest</b> .....	<b>3</b>
Personal Conflict of Interest .....	3
Organizational Conflict of Interest (“OCI”).....	3
<b>Interactions with Government Employees</b> .....	<b>4</b>
<b>Lobbying</b> .....	<b>5</b>
<b>Contract Administration</b> .....	<b>5</b>
Authority to Contract .....	5
Change Orders .....	6
Subcontracting and Reseller Agreements .....	6
<b>Government Contract Proposals</b> .....	<b>7</b>
<b>Government Contract Performance</b> .....	<b>7</b>
<b>General Services Administration (“GSA”) Schedule Contracts</b> .....	<b>7</b>
<b>Accounting and Audit Requests</b> .....	<b>7</b>
<b>Wage Requirements</b> .....	<b>8</b>
<b>Document and Records Management</b> .....	<b>8</b>
<b>False Statements and False Claims</b> .....	<b>9</b>
<b>Small Business Laws</b> .....	<b>9</b>
<b>Product and Service Quality</b> .....	<b>10</b>
<b>International Traffic in Arms Regulations</b> .....	<b>10</b>
<b>Export Control</b> .....	<b>10</b>
<b>Dealings with Foreign Nationals</b> .....	<b>10</b>

**Combating Trafficking in Persons. .... 10**

**Text Messaging while Driving. .... 11**

**Drug-Free Workplace..... 11**

**Intellectual Property..... 11**

**Miscellaneous Compliance Policies. .... 13**

    Termination. .... 13

    Protests. .... 13

    Work in Advance of Contract Award. .... 13

    Notification of Improper Behavior. .... 13

# Introduction

The regulations governing United States Government contracting and relations with Government employees are complex and strictly enforced. This document highlights – but is only a general summary - of certain principles which must be adhered to by Circana employees who work with government contracts in any way. If you are involved in Government contracting and need further guidance on any matter, including with respect to this Code of Conduct, please consult with the Circana Legal Department.

## Definitions.

**“Appropriated Funds”** means any funds received from the Government. Appropriated Funds includes all types of funding (i.e., contracts, grants, loan, cooperative agreements, etc.).

**“Circana”** or the **“Company”** refers to Circana, Inc. and Circana Group, L.P. and all subsidiaries and affiliates.

**“Contracting Officer”** means the individual at the Government who has the authority to enter into, administer, or terminate contracts and make related determinations and findings.

**“Foreign Official”** means persons employed directly by a foreign government, as well as persons employed by commercial enterprises owned or controlled by foreign governments and private persons who have responsibilities similar to those of governmental employees, such as private architects or engineers retained by government agencies to design or supervise the construction of governmental buildings.

**“Government”** refers to United States Federal, State, and Local Governmental entities, as well as non-United States Governmental entities. The definition also includes quasi-Governmental entities, including but not limited to Government corporations, the United States Postal Service, regional transportation, or other authorities, etc.

**“Government Contract”** is a contract, grant, or lease where the ultimate end user of the goods or services being procured is a Government Customer. For example, a direct sale from Circana to a Government Customer is a Government Contract. A sale from Circana to a private company, which either resells the item to a Government Customer on a stand-alone basis or incorporates it into another item or finished product, is a Government Contract.

**“Government Contract Documentation”** is any written, printed, typed, photographed, recorded or otherwise reproduced or stored communication or representation including but not limited to executed agreements, supplementary conditions, drawings, specifications, invoices and other records material to a Government Contract whether the files are in electronic or physical form.

**“Government Customer”** refers to an actual or potential Government buyer or lessor of goods or services in privity of contract with a private entity. Unless otherwise noted, private customers on a Government Contract, as defined below, are considered Government Customers for purposes of this Code of Business Ethics and Conduct.

**“Government Employee”** is any individual employed directly by a Government as well as any individual employed by or contracting with any entity (commercial, non-profit, or Government) that holds or is performing a Government Contract. Thus, for the purposes of this Code, an employee at a subcontractor to Circana working on a Circana Government Contract is considered a Government Employee. Likewise, an employee of a company that is a prime contractor to the Government (where Circana is the subcontractor) is also considered a Government Employee.

**“Kickbacks”** are payments, in money or in kind, designed to secure favorable treatment in connection with a Government Contract.

## Bid Pricing and Proposals.

Circana will not discuss, disclose to, or otherwise coordinate Government Contract pricing with any other entity. The only exception to this rule is when Circana is part of a team, such as a prime contractor/subcontractor relationship, a joint venture, etc. In those situations, Circana can discuss prices with other team members. If Circana is participating in more than one team, it may not discuss pricing for one team with members of another team.

All bid responses to federal, state, and local solicitations shall be submitted in full compliance with the material requirements of the solicitation documents and all applicable laws and regulations. Any deviations from solicitation requirements should be clearly indicated in the Circana bid, proposal, or quotation.

## Gifts and Gratuities.

All Circana employees must exercise good judgment in relationships with Government Employees, officials or employees of federal, state or local Governments to avoid any conduct, which could be, in any way, construed as influencing or rewarding an improper course of action, by any employee of federal, state, or local Government or any agent or department thereof. Employees shall not offer or furnish anything of value to any Government Employee in return for such a Government Employee performing or refraining from performing an official act.

The offering or furnishing of gifts, gratuities, favors, entertainment, etc., no matter how innocently offered or furnished, to Government Employees, may be a source of embarrassment to Circana and to the Government, may be illegal, and may impair public confidence in the integrity of the business relations between Circana and the Government.

Accordingly, no Company employee or personnel may provide, or cause to be provided, a gratuity of any kind to any Government Employee, or to any individual employed by or under contract with any entity (commercial, non-profit, or Government) that is either: 1) in direct privity of contract with a

Government Customer; or 2) is a lower-tier subcontractor to a Government Customer.

No Company employee will offer any of the following: bribes and kickbacks (i.e., anything where there is a “quid pro quo”); anything illegal; vacations; entertainment; intangible items, cash or cash equivalents like gift certificates, checks and vouchers; shares, options or participation in share offerings; services at rates other than those generally available to everyone; loans; or special discounts. So there is no misunderstanding of this policy, nothing of even nominal value may be provided to Government Employees. Likewise, Circana employees may not accept lunch, gifts or gratuities from any Government Employee. Gifts, gratuities, favors, entertainment, etc., bestowed upon members of the immediate families of Government employees are also strictly prohibited. In the event that this policy conflicts with any other policies of Circana, this policy shall control as related to Government Contract-related entities.

The federal Anti-Kickback statute makes it a federal crime to offer anything of value with the intent to induce the Government, or a higher-tier contractor, to purchase a product or in return for recommending the purchase of any such item or otherwise receive favorable treatment in connection with a Government Contract (including subcontracts). Kickbacks are usually associated with payments to another commercial entity, often a prime contractor.

## Conflicts of Interest.

### Personal Conflict of Interest.

Personal conflict of interest guidance may be found in the Circana Code of Conduct.

### Organizational Conflict of Interest (“OCI”).

If Circana receives a contract to draft specifications or evaluation factors, or to do other work, which may become part of a future Government Contract solicitation, care must be taken to avoid an OCI. An OCI may prohibit a contractor from competing to supply products under one contract when it was involved in requirements definition or other “top level” program roles in previous contracts. Typically, the earlier contract will contain an explicit OCI clause, which the Government may but is not required to waive. In addition, OCIs may involve work that may impair Circana’s objectivity in supporting the Government or give Circana an unfair competitive advantage in future contracts. Being the incumbent contractor does not give rise, without additional factors, to an OCI. In the event you believe Circana is taking actions that could result in an OCI, contact the Circana Legal Department.

An OCI can arise from work that Circana is doing, even if that work is informal or otherwise just “helping the Government out” with ideas. An OCI can also be created by a subcontractor, or by an employee based on work the employee did for a previous employer, including working for the Government.

# Interactions with Government Employees.

The regulations governing United States Government contracting and relations with Government Employees are complex and strictly enforced. The Federal Procurement Integrity Amendment to the Federal Procurement Policy Act makes it illegal, during the conduct of any federal agency procurement of property or services, for Circana:

(1) To solicit, obtain, or disclose Government source selection or a competing contractor's proprietary bid or proposal information. Government Contracts are awarded subject to a strict set of laws and regulations. We will compete fairly and ethically for all business opportunities.

Generally, Circana may not receive access to, or information about, any aspect of procurement, except as provided to Circana by the Government during the course of the procurement process. In circumstances where there is reason to believe that the release or receipt of non-public information is unauthorized, Circana employees should not attempt to obtain or accept such information from any source. This prohibition on receiving information includes information about competitors, including pricing, specifications, product offerings, etc. The fact that information may or may not have some type of confidentiality legend is not dispositive of whether Circana may have the information. If information (other than that officially provided by the Government as part of the procurement process or otherwise clearly in the public domain) either about the procurement process or about competitors is offered to Circana, or found to be in Circana's possession, contact the Circana Legal Department immediately.

**Compliance Note:** "Informal", "off-line" or "out of school" transmission of information is often a sign that the information should not have been provided. Resolve any doubts by contacting the Circana Legal Department.

(2) To discuss future employment with, or to make an offer or promise of future employment to, a Government procurement official or to hire a former Government procurement official who participated personally and substantially on a procurement with Circana to work for Circana within a two-year period from the conclusion of the procurement and contract award.

Every level of Government and many Government Agencies have different policies regarding contractors hiring former Government personnel. Many of those regulations are also affected by former and "new" job titles and responsibilities, contract values, and other factors. In some cases, there may be a lifetime prohibition against former Government personnel working for contractors on particular programs. Perception issues are also associated with such hiring, and Circana will endeavor at all times to avoid even the appearance of impropriety. Even something like "it would be great if we can work together again someday" may be deemed to be an offer of employment.

All new Company hires who may be involved in Government Contracts must indicate, prior to being hired, whether the Government at any point in the past 10 years has employed them. If they respond in the affirmative, they must provide details, including particular agencies, involvement in Government Contracts, and any post-employment restrictions of which they are aware.

**Compliance Note:** If new hires have worked for the Government within the past 10 years, those new hires are encouraged to obtain written guidance from the Ethics Office (or equivalent) at their former Government employer regarding any post-employment restrictions.

Human Resources in conjunction with the Public Sector Compliance Officer, must approve the hiring and assignment within Circana of any new employee with a Government background as described above. Human Resources should also mark the new employee's personnel file to indicate that similar approval is required for changes in status or assignment. This requirement is designed to ensure that a former Government employee is not hired for an "acceptable" Company position, but then moved to a position where he or she is improperly working on matters relating to his or her former Government program.

The law requires that each employee involved in Government Contracts certify that he or she is familiar with the Federal Procurement Policy Act, will comply with the Act, and will report all violations of the Act. Appendix A is a form of Certification to be used by Circana employees; each Circana employee engaged directly in Government Contracts will sign a Certification, which will be placed in the employee's Human Resources personnel file.

## Lobbying

Company personnel may not do any lobbying, or engage any individual or other entity, to lobby for contract awards without prior written authorization from the Circana Legal Department.

## Contract Administration.

### Authority to Contract.

Government Contracts are governed by strict rules limiting the individuals with authority to bind the Government. The Contracting Officer is generally the only individual authorized to bind the United States Government. When dealing with individuals other than the Contracting Officer, Circana employees must be aware of the limited scope of authority that each individual may possess. Responsible Circana contracting employees must ensure that Circana is contracting with, and receiving direction from, only those individuals authorized to bind a Government Customer.

**Compliance Note:** Acting upon direction or instructions from unauthorized personnel may create a situation where Circana will not be paid for additional work performed, or where Circana could be held to have violated a regulation or contract provision without proper authorization. For example, a Government Quality Assurance Inspector generally has the authority to reject a deliverable but may lack authority to direct to modify a specification or a delivery date.

Government Customers, other than the US Government, may designate their authorized personnel with a variety of titles. Circana has the duty to identify appropriate Government Employees with



management responsibility for the particular Government Contract and such person's level of authority. If any doubt arises as to the authority of a Government Employee's direction or instruction, refer to the terms and conditions of the contract, any modification or amendment of the particular contract, or contact the Contracting Officer.

## Change Orders.

Generally, Government Contracts contain a changes clause that allows the Contracting Officer to make unilateral changes, in designated areas, within the general scope of the Government Contract, by issuing written change orders ("Change Orders") on Standard Form 30, Amendment of Solicitation/Modification of Contract (SF 30). Except in unusual circumstances, all Government Contract Change Orders issued to Circana must be in writing or be followed up and memorialized in writing as soon as possible after receipt of verbal directions or instructions. Verbal Change Orders must be approved, prior to work commencing, by a Circana employee authorized to bind Circana at that level.

## Subcontracting and Reseller Agreements.

When working as a subcontractor in support of a Government Contract, Circana is bound by the terms of the applicable subcontract. However, in no circumstance will Circana employees violate the principles and policies outlined in this Code even if directed by the prime contractor. For example, if Circana employees are directed by a prime contractor to do something in violation of the business ethics and conduct obligations outlined in this Code, the Circana employees should not follow the prime contractor's directive without first consulting with the Circana Legal Department. Questions or concerns regarding subcontract terms and/or contractor requests that are potentially inconsistent with Circana's Code of Business Ethics and Conduct should be raised promptly with the Circana Legal Department.

Circana enters into subcontracts and vendor agreements in support of government contracts based on merit and does not accept kickbacks in any form, including contingency fees, gratuities, commissions, rebates or discounts that are made for the purpose of improperly obtaining or rewarding favorable treatment in connection with any Government Contract. Circana must impose upon, or flow down to, its subcontractors and vendors certain FAR clauses or other terms and conditions, including this Code of Business Ethics and Conduct. Circana's policy requires that all third-party agreements in support of Government Contracts must contain wording satisfactory to Circana requiring compliance with government contracting laws and regulations. Even when a FAR clause or other term or condition is not mandated to flow down, Circana recognizes that good business practice is to flow down those provisions that protect Circana's interests.

**Compliance Note:** For example, while not required by regulation to flow down to a subcontractor, it is good business practice for Circana to flow down to its subcontractors the right to terminate the subcontract for the convenience of Circana. Failure to flow down this provision could result in a situation where the Government terminates Circana's prime

contract for its convenience, but Circana is unable to terminate the subcontractor without cause.

Circana's policy is that the agreements should expressly provide for termination in the event that a consultant or subcontractor violates law or regulations relating to a government contract or violates Circana's policy. If a Circana employee believes that the third-party subcontractor or vendor is not complying with applicable business ethics and conduct obligations, Circana employees should raise the concern and consult with the Circana Legal Department.

## Government Contract Proposals.

Government Contracts take many forms, including contracts from commercial entities that nonetheless impose Government regulations or contract provisions on Circana. Company personnel experienced in dealing with Government Contracts should review each and every proposal to a Government Customer. Proposals can result in a unilateral binding contract so all Proposals must be reviewed by the Public Sector Compliance Officer prior to submission to any Government Customer.

## Government Contract Performance.

Failure to comply with all contract provisions could, among other things, subject Circana to liability under the civil False Claims Act based on submitting a false claim (for example, an invoice) to the Government, either directly or to a higher-tier contractor. Company policy is to comply with all terms and conditions of all Government Contracts and only invoice Government Customers if contract requirements have been fully satisfied. If you have any concerns over Circana's invoicing practices in connection with a particular contract, you should bring it to the attention of your supervisor, the Public Sector Compliance Officer or the Circana Legal Department.

## General Services Administration ("GSA") Schedule Contracts.

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## Accounting and Audit Requests.

A company's credibility is judged in many ways – one fundamental way is the integrity of its books, records, and accounting. In addition to our own commitment to report accurately financial performance, Circana reports its financial information in accordance with generally accepted accounting principles. Every Circana director, officer and employee must help ensure that reporting of business and financial information – computerized, paper or otherwise – is accurate, complete, and timely. This includes accurate recording of costs, revenues, time sheets, vouchers, bills, payroll and benefits records, and regulatory data, among other business information.

In addition, all directors, officers, and employees of Circana must:

- Follow all laws, accounting requirements and Company procedures for reporting financial information;
- Never deliberately make a false or misleading entry in any report or record;
- Never suppress, alter, or destroy Company records without authorization or otherwise as provided by applicable document retention policies;
- Never sell, transfer, or dispose of Company assets without proper documentation and authorization;
- Cooperate with our internal and outside auditors;
- Contact the Circana Legal Department with any questions about the proper recording of business and financial transactions;
- Contact the Circana Legal Department with any legal questions you may have relating to these topics; and
- Notify the Circana Legal Department of all audit requests related to Government Contracts.

## Wage Requirements.

On some contracts, each hourly employee must accurately record time worked. Company policy is to comply with all federal laws regarding payment of Circana employees working on Government Contracts, including overtime and the appropriate wage determination. If you need additional information or are concerned about errors or misunderstandings, please contact the Circana Legal Department.

## Document and Records Management.

Circana's records and information are Company assets. Records and information can exist in many forms, such as documents, files, graphs, and databases, and may be in hard copy or electronic form. To ensure that valuable business information is organized and available when needed, employees should properly label and carefully handle confidential and proprietary information in accordance with the relevant Circana policies. All Government Contract Documentation pertaining to our business must be maintained indefinitely.

In addition, from time to time, we receive legal requests from Government agencies or other third parties for documents and records relating to our business. Upon receipt of such a request, we cannot destroy documents or information responsive to that request. Circana has a policy to suspend records disposition when such circumstances arise. This policy is known as a "Legal Hold" and is designed to ensure that all affected personnel and departments are promptly notified and

relevant documents and information are identified, segregated, and preserved when a legal obligation arises to preserve or retain them. If you are advised that Circana has received any such document request, you must not destroy any requested or related documents or records until you have been advised by the Circana Legal Department that you may do so.

## False Statements and False Claims.

All information provided to the Government, including representations, certifications, warranties, invoices, requests for payment, statements of compliance with specifications, and other statements of fact, are subject to broad requirements of honesty and accuracy. All communications and information provided to the Government, whether written, oral, or electronic, must be factually accurate. If communications are estimates or opinions, they must be identified as such. Even if a Government request for communication does not carry an “under penalty of perjury” or similar label, it may be a criminal offense or subject Circana to civil penalties to make such a communication with knowledge that the communication is false or inaccurate or with a “reckless disregard” for its accuracy. This includes indirectly misleading the Government. This provision also applies to information supplied to a private party that an employee knows, or should know, will be provided to the Government, or incorporated into other information to be provided to the Government. Direct any questions about the status of such a communication to the Circana Legal Department.

An invoice submitted to a Government Customer may be considered both a false statement and a “false claim” (a different criminal offense) if the underlying contract award was based on a false statement, or if information in the invoice (for example, the number of hours billed) is false. If you believe Circana has made a false statement to a Government Customer, please contact the Circana Legal Department.

## Small Business Laws.

Some Government Contracts may require Circana to file a “small business subcontracting plan.” Such a plan would set percentage goals for Circana’s subcontracting efforts with small businesses. If a Government Customer imposes such a requirement on Circana, refer the matter to the Circana Legal Department. Failure to follow a plan already submitted may subject Circana to monetary and other penalties.

Various Government Contracts may be set aside for “small businesses.” Others may exempt a contractor from various requirements if the contractor is a “small business.” Regardless of the size of the Circana business unit, no Company entity is a “small business,” and no Circana entity may indicate that the unit is “small.”

On occasion, Circana may be a subcontractor to a business that has been awarded a Government Contract under a small business or disadvantaged business preference program. It is particularly important that all such subcontracts be at arms length, and that Circana may not have an unusual degree of involvement in the prime contractor’s business affairs. Examples of such an unusual degree of involvement include the prime contractor being owned or managed by a former Circana

employee; Circana writing the prime contractor's proposal; Circana's subcontract accounting for over half of the prime contract's value; or Circana bringing the business opportunity to the attention of the prime contractor, rather than vice versa. If any of these factors are present, or other factors, which suggest more than an arms length relationship with the prime contractor, Circana Legal Department review is required.

## Product and Service Quality.

Circana's policy is to deliver our customer high quality products, services, and data. In particular, all material deliverables must: (a) comport with the Government's stated needs and requirements; and (b) comply with applicable industry standards and methods. All required inspection and testing operations must be completed properly. Any deviations or non-conformance should be clearly identified to Circana's Government customer.

## International Traffic in Arms Regulations.

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## Export Control.

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## Dealings with Foreign Nationals.

Because Circana does business beyond the borders of the United States, we must take care to comply with those laws that govern business in and with foreign countries. The Foreign Corrupt Practices Act ("FCPA") and other anti-bribery and anti-corruptions laws prohibit offering or giving anything of value (e.g., payments, gifts or entertainment) to a Foreign Official to obtain or retain Circana's business or gain an improper advantage. The FCPA prohibits bribes and other improper payments regardless of the fact that they may be widely accepted or even seem necessary in the foreign country in question. A violation is a serious criminal offense for both companies and individuals, and may result in fines, loss of export privileges and imprisonment for individuals.

Company policy with respect to foreign corrupt practices and irregular transactions is to respect and adhere to the FCPA and laws of each country in which it does business, and never to engage in bribery. In certain circumstances, so-called "facilitating payments" – small payments to Foreign Officials for routine Governmental actions – are permissible under the FCPA. The purpose of such payments is to expedite the performance of a duty that the Foreign Official is otherwise required to perform, and is distinguishable from a bribe, which is a payment given to persuade an official to give favorable treatment or exercise his discretion in favor of a payment giver. Written pre-approval by the Circana Legal Department must be obtained before any facilitating payment is offered or made.

## Combating Trafficking in Persons.

The United States Government has adopted a zero-tolerance policy regarding trafficking in persons.

Circana, its employees and subcontractors may not engage in trafficking in persons, procure commercial sex acts (defined as any sex act on account of which anything of value is given to or received by any person), or use forced labor. This policy applies both to actions performed while on the job and to after hours activities. Violation of this policy will result in action against the employee that may include, but may not necessarily be limited to, reduction in benefits, termination of employment or reassignment. If you have any questions, concerns, or knowledge of violations of this zero-tolerance policy, notify the Circana Legal Department.

## Text Messaging while Driving.

The United States Government has adopted a zero-tolerance policy regarding text messaging while driving. "Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park. Driving means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign or otherwise. Being pulled off to the side of, or off, an active roadway or halted at a location where one can safely remain stationary does not constitute driving.

Circana employees and subcontractors may not text message while driving Company-owned or -rented vehicles or Government-owned vehicles; or Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

## Drug-Free Workplace.

Circana's policies and federal and state laws, including the Drug-Free Workplace Act, prohibit the illegal manufacture, use, possession, distribution, dispensing, transportation, purchase or transfer of controlled substances or drugs by employees in the workplace, in Company vehicles and while conducting Company business.

These rules extend in particular to the activities of Circana employees working on federal Government Contracts, who may be subject to periodic random drug testing as required by government regulations.

Under the Drug-Free Workplace Act, Circana employees are required to notify Circana within five calendar days of a conviction under a criminal drug statute for a violation occurring in the workplace. Circana must report such violations to the federal government.

## Intellectual Property.

Proprietary Circana information may not be disclosed to anyone without proper authorization. Keep proprietary documents protected and secure. In the course of normal business activities, suppliers,

customers, and competitors may sometimes divulge to you information that is proprietary to their business. Respect these confidences.

In most firm fixed price contracts, Circana will be delivering commercial, off-the-shelf products and services. In those situations, Circana will not be transferring any intellectual property rights to its Government Customers, except as may be explicitly set forth in the contract or an included or attached license agreement. If the Government Contract contains a requirement for the delivery of intellectual property, including “technical data,” or requires any research or development work that is funded, in whole or in part, directly or indirectly, with Government funds, contact the Circana Legal Department.

A Government Contract that references Federal Acquisition Regulation (“FAR”) Part 27 or Clause 52.227-x, or Department of Defense FAR Supplement Part 227 or Clause 252.227-x, may transfer (or in effect, license) intellectual property rights. Such provisions must be reviewed carefully to ensure that Circana is not inadvertently transferring rights to either its own intellectual property or the intellectual property of a third party. If Circana is a subcontractor, at whatever tier, extra care must be given to ensure that rights transferred to the Government are not also inadvertently transferred to the prime contractor, or other intermediate tier contractors.

If a Government Contract requires Circana to deliver third party computer software to a Government Customer, Circana must first ensure that it has the legal right to make such a transfer, and that the rights it is purporting to give to the Government Customer are consistent with the rights Circana received in the software.

The Circana Legal Department must be consulted regarding any research or development work that is funded, in whole or in part, directly or indirectly, with Government funds. In situations where Circana is performing Government-funded research or development work for a non-Government client, Circana should clearly understand what rights the client obtains in Circana’s work, and what rights in that work may be passed on to the Government.

The Government will usually not enter into non-disclosure agreements. Any confidential or proprietary information transmitted to the Government as part of the contracting process should be assumed to be at risk. Government statements that it will not release the information, and protective legends, will significantly reduce that risk.

If Circana receives notice that its information in the Government’s possession has been requested pursuant to the Freedom of Information Act, and Circana wishes the information to remain within the Government, consult the Circana Legal Department prior to responding to the Government notice.

# Miscellaneous Compliance Policies.

## Termination.

Any termination for default on a Government Contract must be reported to the Circana Legal Department as soon as possible, along with a description of any reasons for believing that the stated grounds of termination may be incorrect or that the termination is otherwise not the fault of Circana.

## Protests.

If you receive notice that any contract for which Circana is competing or has been awarded is the subject of a protest, notify the Circana Legal Department immediately. Likewise, no bid protest may be initiated without the Circana Legal Department's approval.

## Work in Advance of Contract Award.

Generally, work done in advance of a contract award is "at risk." If the Government does not ultimately award a contract, Circana will not be paid, regardless of the promises made by Government Employees.

## Notification of Improper Behavior.

If you observe or suspect any fraudulent behavior, kickbacks, invoicing irregularities (including overpayments by the Government) or behavior that violates this Government Contracting Code of Business Ethics and Conduct, you must immediately notify the Circana Legal Department, the Public Policy Compliance Officer at [compliance@circana.com](mailto:compliance@circana.com) or call the toll-free compliance helpline at +1 (888)-205-7834 (for U.S.-based employees). The telephone number for employees outside the U.S. can be found at the website: [Ethics and Compliance Helpline](#). The helpline is a confidential number for reporting any potential violations of laws, regulations, policies, or procedures on an anonymous basis, if desired. The purpose of this helpline is to ensure the timely identification and resolution of all issues that may adversely affect employees, customers, or the organization. Employees are expected to report problems or concerns anonymously or in confidence via the helpline when they believe a potential violation has taken place. All disclosures will be thoroughly investigated, and no adverse action or retaliation will occur against an individual for bringing a good faith report of a violation or potential violation of this policy to light.