

SUPPLIER CODE OF CONDUCT

1. Introduction

As a valued partner, we look forward to a mutually positive and productive business relationship. We have created this code to better assist you in working with Grand Canyon Education, Inc. ("Company").

Suppliers, along with their employees, agents, and subcontractors that supply products and/or services to the Company ("Suppliers") are expected to adhere to this code of conduct for all dealings with the Company. Suppliers shall be committed to performing their functions as specified in their agreement and act with honesty, integrity, diligence, political neutrality and accountability and to avoid conflicts of interest, both real and apparent. Suppliers are expected to perform their work in a manner that maintains and promotes public confidence in local government and its services provided. This policy is guided by international human rights principles encompassed by the UN Universal Declaration of Human Rights and UN Guiding Principles on Business and Human Rights.

2. Supplier Terms and Conditions

Acceptance of the Supplier Terms and Conditions ("T&Cs") that may be found at gce.com/procurement.html takes place when either of the following occurs: (a) Company receives an acknowledgement of an order properly executed by any Supplier or its agent; or (b) Supplier delivers to Company the products and/or services ordered by the Company (the "Products" and/or "Services").

3. Core Values

The Company shares the common goal of each partner to improve lives through higher education and to champion student success while keeping tuition accessible for all socioeconomic students to ensure the legacy of the institution for generations to come. The Company provides innovative educational learning solutions that promote student success and institutional growth in accordance with the guiding principles and ideals of the Christian faith. We serve as mentors, advisors, and colleagues to students, parents, alumni, faculty, and staff. We model behaviors for students to practice in their professional lives by conducting business with integrity, believing in our mission and values, and treating all with respect and dignity. All Company staff and Suppliers have the responsibility to work together for the common good of the community and residents. Suppliers must behave in a manner that is both ethically responsible and accountable at all times in upholding the public's interest.

4. Principals of Our Ethical Business Practice

- Respect the lives, rights, privacy and property of others.
- Avoid all conflicts of interest in decisions that we determine or influence as outlined in the Company's supplier gift policy.
- Disclose any conflicts or potential conflicts of interest to the Director of Procurement.
- Conduct duties and business relationships in an honest, fair and responsible manner.
- Sustain a culture in which ethical conduct is valued and recognized.
- Endorse accessibility and provide products and services in a manner that respects the independence and dignity of persons with disabilities.
- Maintain safe, healthy and secure work environments.
- Sustain responsible trading practices with all Suppliers to promote decent, legal and humane working conditions.
- To use resources, material and energy as efficiently and responsibly as possible in the provision of products and services.
- Foster a business environment that encourages open communication and seeks out, listens and responds to the ideas and concerns of stakeholders.
- Behave in a manner that is always both ethically responsible and accountable in upholding the public interest and will withstand public scrutiny.
- Provide timely, full and true disclosure of material information, both financial and non-financial, concerning the business and affairs of the Company to the public.
- Manage compliance with the Supplier Code of Conduct as any other critical business activity.
- Comply with applicable laws and Company policies and procedures.

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5. Accessibility

The Supplier will endorse accessibility and ensure the needs of those with disabilities are accommodated, recognizing the use of assistive devices, support persons, service animals, availability of documents and notices in alternative formats and applicable accessibility training. The Supplier shall require all applicable personnel (including those of its sub-contractors) to fulfill accessibility training requirements.

6. Harassment and Discrimination in the Workplace

Suppliers and their sub-contractors shall treat all people with respect and dignity. No one shall be subject to any form of abuse. The Supplier must abide by State and Federal employment laws which prohibit discrimination based on the following grounds:

- Race/Color
- Sex (Includes pregnancy and gender identity)
- Sexual orientation
- National origin/Ethnic origin/Ancestry
- Age
- Marital/Family status (Including same-sex partners)
- Citizenship
- Record of offenses (In employment only)
- Receipt of public assistance (In accommodation only)
- Creed (Religion/Beliefs)
- Disability/Handicap

Discrimination includes differential treatment of an employee, potential employee or other persons based on prohibited grounds as set out in The Civil Rights Act of 1968. Suppliers shall be expected to adhere to the Non-discrimination and Anti-Harassment Policy and Complaint Procedure that may be found at gce.com/procurement.html, adhere to additional Company policies and not engage in behaviors that constitute harassment. Harassment can present itself in many forms including but not limited to unsolicited remarks made deliberately or repeatedly, questions, suggestions or decisions based on prohibited grounds of discrimination.

- Suppliers will not engage in a course of vexatious comments or conduct against a worker in the workplace that is known or ought reasonably to be known to be “unwelcome.”
- Suppliers will not engage in any unwelcome remarks, jokes, innuendos or taunting about a person’s racial, ethnic or religious background, color, place of birth, citizenship, ancestry, or any other prohibited ground.
- Suppliers will not display or engage in racist, derogatory, sexually suggestive or other offensive pictures or materials.
- Suppliers will not engage in unwelcome remarks or jokes about a person’s body, attire or gender, leering, unnecessary physical contact, any unwelcome sexual solicitation or advance, or reprisal or threat of reprisal for the rejection of a sexual solicitation or advance.

7. Health and Safety

The Company expects Suppliers to provide healthy and safe workplaces and comply with relevant health and safety laws. We expect Suppliers to provide all their employees with adequate information and instruction on health and safety concerns and to enable their employees to meet their responsibilities for the maintenance of a healthy and safe workplace. Suppliers and their sub-contractors will:

- Provide their workers with safe and healthy work environments which, as a minimum standard, is in compliance with Arizona health and safety laws and regulations.
- Take adequate steps to prevent accidents or injuries to health arising out of, associated with, or occurring in the course of work.
- Ensure that any living facilities provided for personnel are safe and clean and meet the basic needs of personnel.
- Provide health and safety training appropriate for their industry.
- Ensure that the all equipment and tools, including personal protective equipment are in proper working condition, maintained and certified.
- The Supplier will ensure workers are free to express their concerns about workplace conditions without fear of retribution of losing their jobs.

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8. Smoking in the Workplace

- In accordance with the Company's commitment to providing a smoke-free environment for its employees and the general public accessing the Company facilities, smoking is strictly limited to outdoor smoking areas that are designated by the Company.
- Smoking is not permitted in any area within twenty (20) feet of an entrance or exit to a facility, which is owned or leased, in whole or in part, by the Company.
- Smoking includes the smoking or holding of lighted tobacco or lighted herbal material, and the use or holding of electronic smoking devices (cigarettes, cigars, electronic cigarettes, hookah pens, vape pipes, etc.).

For more information see the Company's Smoking and Tobacco Use that can be found at gce.com/procurement.html

9. Social Media

- The Company supports the use of online communications to enhance customer service and leverage the Company's brand.
- Suppliers will ensure that any communication via social media platforms is conducted on behalf of the Company in a manner that is consistent and respectful to the Company practices regarding to confidential information and intellectual property.

10. Workplace Alcohol and Drug Use

Suppliers and their sub-contractors will:

- Not use or be under the influence of illegal drugs or impaired by alcohol or prescription drugs while conducting business or services for, or on behalf of, the Company at work.
- Allow adequate time for the body to remove all alcohol or other drugs from the bloodstream before coming to work or assuming job responsibilities on behalf of the Company.

11. Workplace Violence

- The Company does not tolerate behavior that is violent, threatens violence, harasses or intimidates others, or disrupts the workplace or the academic environment.
- Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee, customer, visitor or business associate is prohibited conduct and will not be tolerated.
- The Company treats threats coming from an abusive personal relationship as it does other forms of violence.

For purposes of this policy:

- A threat includes any verbal, written or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action.
- Violence includes attempting to or exercising, physical force by a person against an employee in a workplace that causes or could cause physical injury, or a statement or behavior that is reasonably interpreted as a threat to exercise physical force that could cause physical injury to an employee.
- Domestic Violence includes a person who has a personal relationship with a worker- such as a spouse or former spouse, current or former intimate partner or a family member- who may physically harm, threaten or attempt to physically harm the worker while at work.
- Workplace includes the working environment and any place employment-related activities are conducted on behalf of the Company, including business travel, work-related social gatherings or any other location that may have a subsequent impact on the workplace.

12. Employment Standards

Suppliers will employ employees who are, in all cases; present voluntarily, not put at risk of physical harm due to their work environment, fairly compensated and allowed the lawful right of free association.

13. Wages and Benefits

Suppliers will at a minimum, provide wages and benefits that comply with the laws, as stipulated by the Arizona Employment and Labor Laws. Pay workers and provide workers with clear, written accounting of hours worked, deductions and regular and overtime wages in a language they can understand.

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14. Child Labor

Child labor is prohibited. The Company does not wish to encourage the use of products that have been made in factories in countries where children are used as slave labor or other exploitive circumstances, which impede child development.

15. Forced or Slave Labor

Suppliers will not use any form of forced or slave labor, including prison labor, indentured labor, bonded labor, military labor, modern forms of slavery and any form of human trafficking.

16. Disciplinary Practices

Suppliers will not use corporal punishment or other forms of mental or physical coercion.

17. Environmental Commitment

Suppliers will ensure all waste materials, as a by-product of production, are disposed of properly in an environmentally responsible manner, and according to Company by-laws and regulations, seek out leading industry practices aimed at conserving natural resources and reducing carbon emissions. Suppliers should commit to standards that reduce the amount of materials used or have recycled content.

18. Conflicts of Interest

In their relationship with our employees, Suppliers must not try to gain improper advantage or preferential treatment for other relationships they may have with the Company.

19. Gifts and Entertainment

The nature of the gifts or entertainment must not, by their quality, quantity or timing, be used by Suppliers to gain improper advantage or preferential treatment. We expect that Suppliers will maintain appropriate records of exchanges of gifts and entertainment with our employees. For more information, see the Company's Supplier Gift Policy that may be found at gce.com/procurement.html

20. Anti-bribery and Anti-Corruption

Suppliers must not engage in any conduct that would put our organization at risk of violating anti-bribery laws.

21. Ethical Dealings with Employees

The Company expects its Suppliers to respect our employees who are duty-bound to comply with the Employee Code of Conduct guidelines regarding gifts, entertainment and travel. The Company expects its employees to treat all Suppliers – or those seeking to do business – with honesty, integrity and respect. In conducting business on behalf of the Company, employees are bound by the Employee Code of Conduct. Employees must never be put in a position where personal or financial incentives or interests may impair their judgement and ability to make decisions in the best interest of the Company.

It is never acceptable for any employee to pay or accept any bribe, kickback or other unlawful payment or benefit to secure any concession, contract or other favorable treatment.

22. Sub-Contractors

Suppliers will certify that their sub-Suppliers of materials or finished products used in the manufacture of finished products for the Company comply with product and service specifications provided or promised and comply with this Supplier Code of Conduct.

It is important for the Company to know the locations of where the work will be performed, or products sourced, and the parties involved in the provision of the services. Suppliers must manage their subcontractors to ensure it complies with contractual obligations with the Company and with this Code and provide evidence of such monitoring upon request.

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23. Products and Services

Suppliers will supply only products and/or services that comply with the Company's specifications and comply with all applicable legal requirements. Suppliers will supply only products and/or services that, when used as intended, are safe for employees, consumers and the environment. Suppliers will cooperate fully with the Company and take appropriate steps, including notification of the Company's stakeholders and public product recalls, to address any health, safety, environmental or regulatory issues associated with their products and/or services.

The Company will determine the frequency and extent of the assessments and ongoing monitoring. Consistent with standard industry practice, all costs associated with the assessments and ongoing monitoring will be borne solely by the Supplier. Suppliers will allow the Company and/or any of its representatives reasonable and timely access to its facilities and to its relevant records at all times.

24. Compliance and Implementation

The Company expects all its Suppliers to respect and to actively do their utmost to achieve the Company's standards. The Company believes in cooperation and is willing to work with its Suppliers to improve performance where necessary. The Company will require that Suppliers provide details on factory and production facility locations of Suppliers and subcontractors and will make this information publicly available upon request. The Company reserves the right to ask for proof of compliance with all applicable labor, health, safety, and environmental laws, and may inspect working conditions, at any time (or request independent verification of compliance) at the Supplier's expense. The Company or a third party designated by the Company may periodically conduct on-site assessments of selected Supplier facilities that produce finished products for the Company. The Company may also periodically conduct on-site assessments of selected sub-Supplier facilities that provide services, produce materials or finished products for the Company. Assessments may include a review of relevant Supplier records as well as inspection of the facility for compliance with this Code.

25. Invoicing / Accounts Payable

All Suppliers providing products or services to the Company in the normal course of the Supplier's business are required to provide an acceptable invoice. A statement is not an appropriate documentation. Payment processing may be delayed if invoices have missing or incorrect information.

Supplier shall invoice the Company monthly, in arrears for the services provided to the Company. If applicable, Supplier must reference the Company's purchase order number or budget account number on all invoices or a delay in payment may occur. Supplier is required to submit all corresponding invoices in a timely manner directly to Accounts Payable within seven business days from shipment or service completion, as instructed on the purchase order. Under no circumstances shall Supplier invoice the Company for the Products or Services properly provided/rendered more than ninety days following the date the Products or Services were completed. Any amounts not invoiced during that time shall be null and void and the Company shall have no liability for invoices submitted to the Company following the expiration of such ninety-day period. Invoices can be e-mailed directly to the Company's Accounts Payable Department at accounts.payable@gce.com. Supplier shall ensure that its invoices contain the information required by and are submitted in accordance with the procedures set out in the Company Supplier Invoicing Requirements. Any credit notes which are issued should follow the same format and submission requirements as for invoices.

For more information, see the Company's Supplier Invoicing Requirements that may be found at gce.com/procurement.html

26. Confidentiality and Privacy

Suppliers will not disclose to others or use for their own purposes or the purposes of others any trade secrets, confidential information, knowledge, designs, data, skill, or any other information which the Company presents to the Supplier as confidential. Suppliers will respect the privacy of personal information they collect, use or disclose as a consequence of their business relationship with the Company. Confidential business and personal information must be protected in accordance with State and Federal laws, including, but not limited to, the Data Protection Act and the Family Education Rights and Privacy Act (FERPA).

Sensitive information must be protected against theft, loss, destruction, unauthorized access or misuse. If you are aware of any attempt to obtain sensitive information by unauthorized means or misuse of such information, Suppliers must advise the Company representative as defined in your contract. When discussing business matters, your surroundings must be considered. Conversations

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in public places should be limited to information that is non-confidential and does not include references that could identify a person or situation. Suppliers and their staff are to consider, at all times, how their actions and words impact upon the interests of the Company.

27. Supplier Performance

The Company will manage Supplier performance on a regular basis as part of the contract management process. The Supplier will have regular meetings to update the Company on the status of the project. This will include a Supplier performance scorecard which will document the Suppliers progress as well as the criterion and provide a rating that will be documented and will be managed through to the completion of the project or task. The Company will issue a final Supplier report for the project, and if necessary will issue a non-performance which may result in a Supplier being banned to bid on future Company work.

28. Violation of the Supplier Code of Conduct

Violations of the Supplier Code of Conduct should be reported to the Company's Corporate Counsel or Internal Audit Department as soon as possible. In response to every report made in good faith of conduct potentially in violation of the Supplier Code of Conduct, the Company will undertake an effective and thorough investigation, and if improper conduct is found, the Company will take appropriate disciplinary and remedial action. Where, it has been determined by the Company that a violation of the Supplier Code of Conduct has occurred; it may result in, but is not limited to, any one of the following:

- Coaching/Training
- Verbal or written warnings
- Suspension
- Banned from future Company contracts
- Removal from volunteer positions with the Company where appropriate
- Notification sent to professional associations

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