

CHALLENGE ACCEPTED

» SOSi.COM

# SOSi SUPPLIER CODE OF CONDUCT

#### **OVERVIEW**

SOS International LLC, including each of its wholly-owned or controlled subsidiaries (collectively, SOSi), is committed to excellence and to conducting business honestly, ethically, and in accordance with applicable laws and regulations of the United States (U.S.) and other countries in which it operates.

Recognizing the important role that our business partners play in helping us deliver superior products and services in a responsible manner, we have developed this Supplier Code of Conduct (Code). The Code sets forth the expectations we have of our suppliers and their ecosystem partners, and aligns with the standards for quality and ethical business practices we maintain for ourselves.

You are responsible for ensuring that your subsidiaries, affiliates, directors, officers, employees, representatives, and business partners understand and comply with the expectations set forth in this Code. You may adopt this Code or certify in writing that you have in place your own substantially similar code of conduct.

While the Code is not intended to cover every ethical issue or situation that may arise, it provides general guidance regarding SOSi's standards of business conduct. Contact SOSi immediately if you have questions about ethical

behavior or how to interpret or comply with this Code or SOSi policies applicable to your business.

**General Disclaimer:** The expectations set forth in this Code are not intended to conflict with or modify the terms and conditions of your contracts with SOSi. If a contract requirement is more restrictive than this Code, you must comply with the more restrictive contract requirement.

#### COMPLIANCE WITH LAWS

You are required to comply with all laws and regulations applicable to the operation of your business and your relationship with SOSi, whether or not they are specifically referenced in this Code.

### FAIR EMPLOYMENT PRACTICES

#### **DISCRIMINATION**

We expect you to treat people with dignity and respect, and to refrain from discrimination on the basis of race, color, religion, national origin, genetic information, sex, age, disability, veteran status, or any other category protected by applicable law.

#### **HARASSMENT**

You must maintain a work environment that is free from harassment and other abusive or hostile behavior. Examples of harassment include, but are not limited to, unwelcome conduct that is sexual in nature, discriminatory slurs, or any racist, sexist, ethnic or other inappropriate jokes, remarks or gestures that are offensive or threatening.

#### **HUMAN TRAFFICKING**

We fully support the U.S. government's longstanding prohibition on engaging in trafficking in persons, including the prohibitions set forth in Federal Acquisition Regulation (FAR) 52.222-50, Combating Trafficking in Persons. You must monitor your operations to ensure continued compliance with SOSi's policy and all applicable antitrafficking requirements under U.S. and local law.

#### **CHILD LABOR**

You must ensure that child labor is not used in the performance of your work, whether or not related to SOSi business. The term "child" refers to any person under the minimum legal age for employment where the work is performed, provided the legal age is consistent with the minimum working ages defined by the U.N. International Labour Organization.

### HEALTH, SAFETY AND ENVIRONMENT

#### **SUBSTANCE ABUSE**

You must maintain a work environment that is free from illegal use, possession, purchase, sale or distribution of controlled substances.

#### **WORKPLACE SAFETY**

Your operations must comply with all applicable health, safety and environmental laws, regulations and directives.

## PROTECTION OF INFORMATION AND INTELLECTUAL PROPERTY

#### SENSITIVE INFORMATION

You are required to safeguard all sensitive information made available to you, including, without limitation, SOSi proprietary or confidential data, competitionsensitive information, third-party data shared under a confidentiality obligation, information subject to access restrictions by government agencies, and an individual's personal data. All such information must be used for legitimate business purposes only and be accessed by, and communicated to, only those who have a need to know such information. You must also respect the intellectual property rights of SOSi and others, including trade secrets and rights to patents, copyrights and trademarks.

#### **INSIDER TRADING**

You must not engage in, or cause others to engage in "insider trading," which refers to the purchase or sale of a security based on use of material nonpublic information. "Material nonpublic information" is any information not available to the general public that an investor would deem relevant in deciding to buy or sell a security.

#### CONFLICTS OF INTEREST

We expect you to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest in your dealings with SOSi. You must report to SOSi any instances involving actual or potential conflicts of interest between your interests and those of SOSi, such as when one of your employees (or someone close to one of your employees) has a personal relationship with a SOSi employee or customer who can make decisions impacting your business, or when a SOSi employee has a direct or indirect financial interest in your business.

#### FINANCIAL INTEGRITY

#### **ACCURATE BOOKS AND RECORDS**

Your books and records must accurately reflect all transactions related to SOSi business. You shall not make any false entries, or improperly alter, conceal, or destroy any document or otherwise misrepresent any fact, circumstance or transaction related to SOSi business. You must also follow applicable record retention requirements.

#### **MONEY LAUNDERING**

You must remain alert for unusual financial transactions that may indicate money laundering, which involves disguising or channeling unlawfully obtained money into legitimate funds. Any suspicious activities should be reported.

### GOVERNMENT PROCUREMENT

If you support a SOSi contract with the U.S. government, you must comply with all applicable federal procurement requirements, including flow-down clauses under the FAR, Defense Federal Acquisition Regulation Supplement and other applicable agency requirements. This includes, without limitation, FAR 52.203-13, Contractor Code of Business Ethics and Conduct, and FAR 52.203-14, Display of Hotline Poster(s).

You must refrain from illegally soliciting, obtaining or disclosing confidential proprietary information of competitors from the U.S. government or anyone else during the course of competition for an award. You are required to honor rules related to extension of gifts and employment to government employees, deliver products and services that conform to contract specifications, and ensure the accuracy and completeness of all submissions to SOSi, its customers and regulatory authorities. All invoices must be accurate, complete and conform to contractual requirements, including applicable flowdown clauses, and include only allowable costs. If you are uncertain whether an item may be invoiced, ask

your designated point of contact in SOSi's Procurement Department prior to submission.

### BRIBERY AND CORRUPTION LAWS

You are required to comply with all applicable laws relating to anti-bribery and the offering of inducements such as the U.S. Foreign Corrupt Practices Act, the U.S. Anti-Kickback Act and comparable legal requirements. You must not pay a bribe or offer a kickback in any amount, to anyone, anywhere, for any reason whatsoever, whether on SOSi's behalf, your behalf, or on behalf of others. Accordingly, you must never offer, promise, authorize or provide, directly or indirectly, anything of value with the intent or effect of inducing anyone (including a SOSi customer or employee or other supplier) to forego their duties and provide an unfair business advantage to SOSi, you or others. "Anything of value" means anything that may have value to the recipient, including cash, gifts, meals, entertainment, business opportunities, offers of employment and facilitating payments, such as payments to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance. An exception to this policy may be made in an extreme circumstance where there is imminent threat to life, health or safety.

In addition, you must not accept anything of value offered to you, directly or indirectly, that is intended to extract improper advantage or to exert undue influence on your decision-making.

### ANTITRUST AND COMPETITION LAWS

You must compete on the merits of your products and services, and ensure that you do not violate antitrust and competition laws in the countries in which you operate. You may not engage in any anti-competitive conduct, such as rigging bids, fixing prices, allocating customers

or markets, or exchanging SOSi's or your competitively sensitive information with SOSi's competitors or your competitors. You must not engage in other deceptive or unfair market practices, such as misrepresenting SOSi's products or services, your products or services or the products or services of others.

### INTERNATIONAL TRADE LAWS

You are required to comply with the import and export, re-export and sanctions laws and regulations of the U.S. and any other applicable jurisdiction. You must not acquire any goods or services if prohibited by any law, regulation or other government action of any applicable jurisdiction. In addition, you may not participate in or cooperate with any action in violation of a boycott not sanctioned by the U.S. government.

#### QUALITY

You must have in place quality assurance processes to identify defects, implement corrective actions and generally assure that your products and services meet or exceed contractual quality and other deliverable requirements. Your processes must minimize the risk of introducing counterfeit parts and materials.

#### **BUSINESS PARTNERS**

To the extent your contract with SOSi permits you to use subcontractors, suppliers or other business partners in performing work for SOSi, we expect you to carefully select those business partners and to perform due diligence, audit, and oversight to prevent and detect misconduct. You must flow down the principles set forth in this Code to these business partners and we will hold you responsible for ensuring compliance by them.

### AUDITS, INVESTIGATIONS AND TRAINING

Commensurate with the size and nature of your business, you must have management systems, tools and processes in place that (a) ensure compliance with applicable laws, regulations and the requirements and expectations set forth in this Code; (b) promote an awareness of and commitment to ethical business practices; (c) facilitate the timely discovery, investigation, disclosure (to SOSi and others, as appropriate) and implementation of corrective actions for violations of law, regulations or this Code; and (d) provide appropriate training to your employees on compliance requirements consistent with this Code.

#### REPORTING MISCONDUCT

You must provide your employees and your business partners with avenues, including anonymous reporting, for raising legal or ethical issues or concerns without fear of retaliation, whether or not reported conduct is later determined to constitute a violation. You must promptly investigate and resolve reports of legal or ethical issues or concerns.

You must notify SOSi promptly if you become aware of potential misconduct related to SOSi business undertaken by any SOSi employee, any of your employees, or any employees of your business partners. You may contact SOSi's Compliance team at compliance@asosi.com, SOSi's Legal Department or SOSi's Ethics Helpline at sosi.ethicspoint.com. The Ethics Helpline is operated by an industry-leading third-party provider, allows a report to be made online or by telephone and provides for anonymous reporting. Visit the website for additional details. SOSi will investigate allegations and take appropriate corrective action. if warranted.

#### CODE COMPLIANCE

You will permit SOSi and/or its representatives to assess your compliance with this Code. This may include reasonable on-site inspection of facilities and review of associated books, records and other documentation, understanding that such inspection right would be undertaken by a U.S. government auditor or by a mutually agreed upon third-party representative with appropriate restrictions in place to protect disclosure of your proprietary data. This access requirement extends to your business partners as well. You must also provide SOSi upon request with additional information and certifications evidencing compliance.

In the event of any wrongdoing, you will fully cooperate with any related investigation conducted by SOSi and take appropriate corrective action. SOSi does not assume any duty to you to monitor or ensure compliance with this Code, and you acknowledge and agree that you are solely responsible for full compliance with this Code by your subsidiaries, affiliates, directors, officers, employees, representatives, and business partners.

### CONSEQUENCES OF VIOLATIONS

In the event of a violation of any of the provisions in this Code, we may pursue corrective action to remedy the situation, up to and including termination of our relationship with you under the terms of the existing contract between us. In the case of a violation of law or regulation, we may be required to report such violation to proper authorities.

#### QUESTIONS OR CONCERNS

If you have questions or concerns about this Code, including its application to specific circumstances in connection with your organization's performance of work for SOSi, or suspected failures by your organization to satisfy these expectations in performing work for SOSi, contact:

- your designated point of contact in SOSi's Procurement Department;
- » SOSi's Compliance team at compliance@sosi.com;
- » SOSi's Legal Department; or
- » SOSi's Ethics Helpline at sosi.ethicspoint.com.

#### RIGHT TO REVISE

This Code is provided for informational purposes only and its contents are subject to change without notice. In the event of any inconsistency between this document and any translation into another language, the English language meaning shall control. SOSi specifically disclaims any liability with respect to this document, and no contractual obligations are formed by it, either directly or indirectly.