

# Code of Conduct for Suppliers and Third-Party Vendors



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## Preface

Artera Services, LLC, and its subsidiaries (collectively, “Artera”) are committed to upholding high ethical standards at all levels of its operations. We value our reputation and are committed to conducting business safely and with the highest quality and integrity. We know that our reputation is based on not just our own conduct but the conduct of those with whom we do business. We require suppliers, business partners, contractors, and other third parties (collectively, “Suppliers”) to share our same commitment to ethical business practices.

The Supplier Code of Conduct outlines Artera’s minimum expectations of suppliers when working on our behalf. It is intended to promote lawful and ethical behavior and act as a guide for supplier decisions and actions when working with Artera. Any failure to comply with the following standards may result in termination of the relationship with Artera. We expect our Suppliers to adopt these standards throughout their supply chains by adopting efficient management policies, procedures, and training to uphold the standards set forth in this Supplier Code of Conduct.

### Our Core Values



Safety. Quality. Commitment. Reputation.

## I. Ethical Compliance

All suppliers must conduct their business operations in an ethical manner. We expect all Suppliers to understand and employ the standards set forth in the Artera Supplier Code of Conduct.

## II. Integrity and Transparency

All Suppliers shall engage in business operations with integrity. We expect Suppliers to engage in business with Artera and with other entities with fairness and ethical conduct.

Suppliers shall avoid conflicts of interest related to financial interests or other arrangements that may be considered inappropriate. Conflicts of interest can undermine business judgment and threaten Artera's reputation, as well as that of our Suppliers. Artera neither accepts nor gives entertainment opportunities or gifts that appear excessive or appear to influence a business decision. We expect all suppliers not to engage in such behaviors and to approach all business dealings with honesty and integrity. No Suppliers shall seek to offer gifts or entertainment to government officials on behalf of Artera or one of its subsidiaries.

We expect our Suppliers to be transparent and open about issues concerning their relationship with Artera. Suppliers shall also investigate and report any concerns of violations of our guidelines or unlawful activities in the workplace or supply chain. We expect Suppliers to have controls and policies in place to handle any violations or unlawful activities.

## III. Compliance with the Law

All Suppliers must comply with all applicable United States, international, and local laws and regulations, including domestic, foreign, local, and executive orders, in the conduct of their business activities or in connection with their relationship with Artera. Compliance with applicable laws includes, but is not limited to, the following:

- **Anti-Bribery and Corruption:** Artera employees and Suppliers are prohibited from offering, soliciting, promising, giving, or accepting a bribe, kickback, or any other improper payment. Artera complies with all laws and regulations that prohibit bribery and corruption, and we require our Suppliers to do the same.
- **Antitrust Practices:** Artera and Suppliers must comply fully with the letter and spirit of laws designed to preserve free and open competition. The antitrust laws apply to a wide range of activities, including marketing, procurement, contracting, mergers and acquisitions, and the location and operation of our facilities. Antitrust laws are complex, and their requirements are not always obvious. Violations can lead to severe penalties and criminal sanctions. Suppliers who have any questions regarding the applicability of

antitrust laws to a particular situation are encouraged to consult their own legal counsel.

- **Money Laundering:** Suppliers must comply with all applicable national and international laws and regulations related to anti-money laundering, including but not limited to the United States Bank Secrecy Act, The UK Money Laundering Regulations, and other relevant legislation in the jurisdictions where they operate.
- **Conflict Minerals:** Suppliers shall ensure that all products or materials supplied do not contain metals derived from minerals or other derivatives originating from conflict regions that directly or indirectly finance or benefit armed groups confirmed or accused of human rights abuses. In doing so, Suppliers shall not engage or encourage any organizations who are found to be supplying material from sources known or suspected to support conflict in the Democratic Republic of the Congo or any adjoining country or whose practices may inadvertently allow for sources from these regions or whose sources may be considered supportive of such abuses and to further understand their supply chain and establish an alternative source of materials which do not support such conflict.

## IV. Fair Labor Standards and Human Rights

- **Discrimination and Harassment, Forced or Child Labor, and Working Hours:** All Suppliers must treat their employees and those they conduct business with fairly and equally. Artera is committed to maintaining a workplace that is free of discrimination and harassment of any kind. We do not tolerate physical or mental abuse of any kind, including harassment, retaliation, or intimidation. Any behavior that creates an unfair or unequal environment is encouraged to be reported to management.

Artera requires that all working hours are reasonable and fairly compensated in accordance with applicable laws and regulations. Suppliers shall ensure that all employees are paid living wages and operate in humane work conditions. Suppliers must also ensure that all labor is voluntary and that all employment contracts are freely entered into. Artera prohibits and strongly condemns any usage of forced or child labor. Suppliers shall not engage in any action that utilizes forced or child labor in any aspect of their supply chain. Any violation of labor or compensation standards should be reported to management and communicated to Artera.

- **Whistleblowing:** The objectives of Artera's Whistleblower Policy are to encourage and enable protected persons, without fear of retaliation, to raise concerns regarding suspected unethical and/or illegal conduct or practices on a confidential and, if desired, anonymous basis so that Artera can address and correct inappropriate conduct and actions. We expect our Suppliers to have

adequate controls and procedures in place to provide proper whistleblower protections in the areas of confidentiality and retaliation.

## V. Environment, Health, Safety, and Quality

Artera is committed to ensuring a safe work environment for all affiliates, subsidiaries, employees, vendors, and suppliers. Suppliers must comply with all applicable laws and regulations, including internal guidelines, to ensure that all employees are appropriately qualified and equipped to work safely. Suppliers must ensure that all facilities, including company-owned vehicles, are maintained at a standard in accordance with applicable laws.

We expect our Suppliers to engage in sustainable and responsible business practices. Suppliers should engage in efforts to improve their environmental processes and manage the impact of their operations on the environment. Suppliers shall, at a minimum, comply with all environmental rules and regulations in the jurisdictions in which they do business.

## VI. Protection of Information, Assets, and Interests

All Suppliers are responsible for protecting the tangible and intangible property given to them by Artera during the course of the business relationship.

- **Confidentiality of Information:** Confidential information is an Artera asset, and Suppliers must protect it. Confidential information should only be shared with authorized people who “need to know.” Suppliers are expected to take adequate care to ensure that confidential information is not misused and not disclosed except when disclosure is authorized or legally mandated.
- **Cyber Security:** Suppliers shall have and comply with a data security program to include management, operational, and technical controls governing the protection of confidential information. Suppliers must comply with all U.S. state and federal laws, regulations, and other legal or self-regulatory requirements in any jurisdiction relating to data privacy, data protection, data security, communications secrecy, and data breach notification.

## VII. Diversity, Equity, and Inclusion

Artera values diversity in the workplace, one that is inclusive of all employees and Suppliers. We will not tolerate any form of prohibited harassment that is based on race, color, religion, national origin or ancestry, veteran status, disability, gender, age, marital status, sexual orientation, gender identity, genetic information, or any other characteristic protected by law. We expect all Suppliers to avoid inappropriate behavior or conduct directed toward employees, customers, vendors, or contractors

that could be interpreted as sexual or other prohibited harassment while on or off Artera premises.

Artera is committed to supporting and respecting all communities across our operating territory. We ensure small, local, diverse businesses have opportunities to partner with us – including women-owned, minority-owned, service-disabled veteran-owned, veteran-owned, LGBT-owned, disability-owned, HUBZone, and small disadvantaged businesses. We expect our Suppliers to share in this commitment to Supplier Diversity by sub-contracting with small and diverse suppliers, conducting and maintaining size and diversity status verifications, and complying with reporting requirements.





# Acknowledgment Form

This document does not serve to create a contract between Artera, its affiliates or subsidiaries, and any Supplier, and no promise of any kind is made by Artera in this Code of Conduct for Suppliers and Third-Party Vendors (“Supplier Code”). Artera is free to change the terms of this Supplier Code without having to consult with or obtain the agreement of any Supplier. Nothing herein shall be interpreted as a commitment of business with any Supplier or Third-Party Vendor.

By signing below, the undersigned acknowledges that it has received a copy of the Supplier Code and the Artera Policy Against Human Trafficking and Slavery for Suppliers. As a Supplier or third-party vendor for Artera, the undersigned and its employees, representatives, suppliers, and third-party providers are responsible for knowing and adhering to the principles and standards set forth in this Supplier Code.

The undersigned further acknowledges and agrees that this Supplier Code is intended to provide a general overview of Artera’s policies and does not necessarily represent all such policies and practices in effect at any particular time. The undersigned and its employees, representatives, suppliers, and third-party providers will comply with all current and/or future versions of this Supplier Code, written policies, practices, rules, regulations, or directives issued by Artera.

The undersigned will contact the Artera Chief Legal Officer (CLO) if there are any questions concerning this Supplier Code or any behavior or situation concerning Artera. The undersigned also understands that it has a responsibility to report any violations to the CLCO immediately.

Suppliers who persistently refuse to implement appropriate corrective and preventative actions or who have critical deviations against this Supplier Code will be excluded from current and future business with Artera until such deficiencies have been remediated.

\_\_\_\_\_  
Supplier/Third-Party Provider (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date