



Rev. 1

## SUPPLIER CODE OF CONDUCT

Standards of conduct for Subcontractors and Suppliers

### Preamble

This Supplier Code of Conduct (“Code”) reflects the standards of conduct required of Subcontractors, Suppliers, distributors, dealers, sales/marketing representatives, intermediaries, agents, partners, consultants, systems integrators, or resellers (collectively “Suppliers”) of PLEXSYS Interface Products, Inc. (“PLEXSYS”) in the delivery of services to PLEXSYS and/or its ultimate customers, including the United States Government (“Government”). The terms and conditions herein are in addition to, and are not intended to conflict with or modify, the terms and conditions of any subcontract, purchase order or other applicable agreement (“Agreement”). In the event of any conflict, applicable law or regulation shall take precedence, followed by the terms and conditions of any applicable Agreement (including other attachments thereto), followed by the terms of this Code.

### 1. Compliance with Law

Suppliers shall fully comply with all applicable laws and regulations, including local laws and regulations outside the United States where the Suppliers conduct business or maintain a place of business.

### 2. Human Rights

Suppliers shall treat all people with respect, encourage diversity, promote equal opportunity for all, and foster an inclusive and ethical culture.

**a. Child Labor:** Suppliers shall ensure that illegal child labor (as that term is defined in the location where the work is to be performed) is not used in the performance of work on behalf of PLEXSYS.

**b. Forced Labor:** Suppliers shall ensure that illegal or forced labor is not used in the performance of work on behalf of PLEXSYS. Forced labor includes work or services that are coerced by way of threat or penalty, such as slavery, involuntary servitude, peonage, debt bondage, or forced recruitment.

**c. Combatting Trafficking in Persons:** Suppliers shall comply with applicable regulations prohibiting human trafficking including, without limitation, FAR 22.17, the UK Modern Slavery

Act, and all applicable local laws in the countries and locales in which Suppliers conduct business. The following activities are expressly prohibited:

Destroying, concealing, or confiscating identity or immigration documents; and

Using misleading or fraudulent tactics in recruiting; and

Charging recruitment fees or providing inadequate housing based on local standards, laws, and directives; and

Failing to provide employment contracts and documentation in the employee's native language; and

Failing to provide return transportation at the end of employment in the case of employees brought in-country for the purpose of working directly or indirectly on a Government contract.

Suppliers shall educate employees on prohibited activities, discipline employees who violate applicable law, and notify the contracting officer of violations and action taken against employees responsible for such violations. Suppliers shall also notify PLEXSYS of violations under a PLEXSYS contract.

### **3. Employment Practices**

Suppliers shall ensure their employees are afforded an employment environment free from physical, psychological, and verbal harassment, or other inappropriate sexual or abusive conduct. Suppliers shall provide equal employment opportunities to all employees and candidates for employment without regard to any legally protected characteristic. Suppliers shall also maintain a workplace free from illegal use, possession, sale, or distribution of controlled substances.

### **4. Anti-corruption**

Suppliers shall comply with the anti-corruption laws, directives, and regulations that govern operations in the countries in which they do business either directly or indirectly, including without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act. Suppliers shall refrain from promising, offering, or making, or authorizing or enabling any third party to offer or make on Suppliers' behalf, any improper payments of money or any other thing of value to government officials, political parties, or candidates for public office. Facilitating payments, intended to expedite or ensure performance of routine governmental actions, are also prohibited regardless of whether they are permitted under local law. Suppliers shall implement necessary controls and conduct appropriate due diligence to prevent and detect corruption in their business arrangements and contracts.

### **5. Business Courtesies**

The exchange of business courtesies may not be used to advance any improper purpose or obtain an unfair competitive advantage. Suppliers shall ensure that the offering or receipt of any gift or business courtesy is permitted by law and regulation, of reasonable value and pursuant to a legitimate business purpose, and that these exchanges do not violate the rules and standards of the recipient's organization and are consistent with reasonable marketplace customs and practices.

## **6. Anti-trust**

Suppliers shall not participate in price fixing, bid rigging, division of markets, or cartel activity, nor exchange current, recent, or projected pricing information or other sensitive or non-public information ("Protected Information") with competitors. Similarly, Suppliers shall not share with PLEXSYS the Protected Information of its competitors except as authorized by the owner of the information.

## **7. Insider Trading**

Suppliers and their personnel shall not use material non-public information obtained during our business relationship as the basis for trading or for enabling others to trade in the securities of our company or any other company.

## **8. Money-Laundering**

Suppliers shall maintain appropriate mechanisms to ensure neither it nor its employees use Suppliers' relationship with PLEXSYS to disguise the sources of illegally obtained funds.

## **9. Conflict of Interest**

Suppliers shall avoid all actual or apparent conflicts of interest in their dealings with PLEXSYS. Suppliers shall notify PLEXSYS in the event of any circumstances or interests that give rise to any such conflict, whether organizational or personal (including interests of employees or their close relatives, friends, or associates) in nature.

## **10. Information Governance**

**a. Personally Identifiable, Confidential, and Proprietary Information:** Suppliers shall properly handle, store and secure sensitive information such as confidential or proprietary information or personally identifiable information. Suppliers shall comply with applicable data privacy laws. Such information shall not be used for any other purpose than the specific business purpose for which it was provided.

**b. Access:** Suppliers shall utilize appropriate physical and electronic security measures to protect such information against unauthorized access, use, destruction, modification, or disclosure and

ensure compliance with DFARS clause 252.204-7012 – “Safeguarding Covered Defense Information” and other similar civilian agency information safeguarding regulations where applicable.

**c. Records:** Suppliers shall create and maintain complete and accurate records and shall not alter any records to conceal or misrepresent the underlying transaction to which the record pertains. Suppliers shall retain records based on their applicable retention requirements, provided that if Suppliers is ultimately performing for PLEXSYS under a US Government contract, Suppliers shall comply with the applicable retention requirements in the Federal Acquisition Regulations (FAR) as well as the applicable requirements of the customer federal agency and any relevant National Archives and Records Administration requirements applicable to that agency.

**e. Intellectual Property Protection.** Suppliers shall comply with all laws governing use, disclosure, and protection of intellectual property, including patents, copyrights, trademarks, and service marks.

## **11. Environmental Health and Safety**

Suppliers shall comply with all applicable environmental, health, and safety laws, regulations, and directives, and protect the health, safety, and welfare of its employees and other impacted individuals or entities.

## **12. Trade Compliance**

**a. Import/Export:** Suppliers shall ensure its business practices are in accordance with all applicable laws, regulations, and directives governing the import or export of parts, components, technical data, and defense items or services, including the requirement to register with the U.S. State Department’s Directorate of Defense Trade Controls if Suppliers are either a manufacturer or an exporter of defense articles.

**b. Anti-boycott:** Consistent with the requirements of the 1977 Export Administration Act and the 1976 Tax Reform Act, Suppliers shall not participate in, cooperate with, submit to, or otherwise further the cause of any unsanctioned boycott.

**c. Conflict minerals:** Suppliers shall have appropriate due diligence processes in place to allow PLEXSYS to meet its obligations to report or certify as to the use of conflict minerals that may have originated in the Democratic Republic of the Congo or adjoining country.

**d. Prohibited technology:** Suppliers shall not provide to PLEXSYS, either directly or embedded in other products, any “covered telecommunications equipment or services” as defined in FAR 52.204-25. Suppliers shall notify PLEXSYS in the event it becomes aware that it has provided

covered telecommunications equipment or services to PLEXSYS and cooperate with PLEXSYS to address the matter.

### **13. Quality**

Suppliers shall ensure their work product meets PLEXSYS's quality standards. We expect Suppliers to have in place quality assurance processes to identify defects and implement corrective actions, and to facilitate the delivery of a product whose quality meets contract requirements.

Suppliers shall develop, implement, and maintain policies, procedures, and methods to detect and avoid counterfeit electronic parts. Suppliers shall promptly notify PLEXSYS and recipients of counterfeit parts when appropriate. Suppliers shall hold those in its supply chain accountable for the same obligations with respect to the work performed for PLEXSYS. Suppliers shall comply with DFARS 252.246-7007 as applicable.

### **14. Ethics Program**

Suppliers shall comply with the Contractor Code of Business Ethics and Conduct (FAR 52.203-13) as applicable and, commensurate with the size and nature of its business, to have effective systems in place to comply with laws, regulations, and the standards set forth in this Code. We encourage Suppliers to (i) implement its own written code of conduct and flow down the principles of that code to its Suppliers, and (ii) provide its employees and Suppliers with appropriate training on its business ethics and compliance program. Additionally, we expect Suppliers to provide their employees with reasonable avenues to raise legal or ethical concerns without fear of retaliation and take preventative or corrective action when warranted.

### **15. Audit and Enforcement**

Suppliers shall implement and maintain measures to audit their compliance with these standards and to take appropriate corporate or personnel action to correct identified deficiencies. Suppliers shall maintain documentation necessary to demonstrate compliance with applicable laws and regulations, and to provide PLEXSYS with reasonable access to business records to enable evaluation of compliance with applicable laws and regulations with respect to PLEXSYS work.

### **16. Consequences for Violating Code**

PLEXSYS reserves the right to pursue corrective action to remedy any violation of any of these standards. In the case of a violation of law or regulation, PLEXSYS may be required to report such violations to the proper authorities. We reserve the right to terminate our relationship with any Suppliers under the terms of the existing subcontract or purchase order.