

## CODE OF CONDUCT FOR GLOBAL BUSINESS RELATIONSHIPS

Purchaser and its subsidiary companies (collectively hereinafter, the "Company") is a global company that conducts business in many countries through subsidiaries, branches, joint ventures, and other business arrangements.

As a responsible corporate citizen, the Company requires that all of its business operations observe certain basic standards of conduct. Also, as a company subject to the laws of the United States, the Company must ensure that its business relationships outside the United States will comply with the requirements of certain U.S. laws that impose on the Company standards of conduct for its business throughout the world.

For all business relationships, it is the policy of the Company that the following standards of conduct and legal requirements shall be observed in every aspect of transactions with the Company:

- 1) Applicable law must be complied with in the conduct of such relationships. If there is a conflict between applicable local law and applicable U.S. law, the guidance of the Company's Law Department will be sought in order to resolve such a conflict. However, the U.S. laws referred to in Paragraphs 4, 5, and 6 below must be complied with without exception.
- 2) The Company, customers, employees, suppliers, and other persons, organizations, and governments will be dealt with in a fair manner with honesty and integrity, observing high standards of personal and business ethics.
- 3) Business books and records will be maintained in a proper, responsible, and honest manner, which will allow the Company to comply with the laws applicable to it.
- 4) All applicable anti-bribery legislation must be complied with, including without limitation, (i) the domestic laws of the country in which operations take place, (ii) the U.S. Foreign Corrupt Practices Act ("FCPA"), (iii) the United Kingdom Bribery Act ("UKBA"), (iv) the national implementing legislation of any relevant jurisdictions under the Organisation for Economic Co-operation and Development ("OECD") Anti-Bribery Convention (Convention on Combating Bribery of Foreign Public Officials in International Business Transactions), and (v) any other applicable anti-bribery legislation.
- 5) The laws of the United States regarding boycotts must be complied with.
- 6) The laws of the United States and any other applicable jurisdictions regarding trade sanctions and export administration and control must be complied with for any information or material supplied by the Company.
- 7) Confidential or proprietary information will not be disclosed at any time to persons outside the business relationship without proper authorization.
- 8) Applicable antitrust and competition laws will be complied with.

## Exhibit A

# VENDOR SLAVERY AND HUMAN TRAFFICKING CODE OF CONDUCT

Purchaser, its affiliates and subsidiaries, (hereinafter, the “Company”) is committed to maintaining and improving systems and processes to avoid complicity in human rights violations related to our operations and throughout our supply chains. The Company therefore adheres to both statutorily promulgated compliance requirements of the countries in which the Company does business and ethically based obligations arising from the Company’s Core Values. Consistent with the intent of these statutes and guidelines, the Company is committed to preventing both Slavery and Human Trafficking in its own practices and those of the companies it chooses to work with.

To accomplish this, the Company requires that the companies from which it procures goods and services share its commitment to compliance with relevant international laws, the law wherever it operates and observe the standards of conduct set forth below. The Company will not continue to purchase goods or services from any such party that is found to be in violation of these requirements. Agreement to the terms and conditions of any contract to which this Vendor Slavery and Human Trafficking Code of Conduct (“Code”) is attached shall demonstrate an agreement by the other party (“Other Party”) to abide by the terms and conditions set forth herein.

### 1.0 Definitions

- 1.1 **Forced or Compulsory Labor.** Requiring work by coercion, including direct threats of violence or more subtle forms of compulsion. The key elements involve work or service extracted from any person that did not voluntarily offer his or her services and/or is otherwise made to perform under the menace of any penalty or other threat.
- 1.2 **Servitude.** The obligation to provide services imposed by the use of coercion, and which includes the obligation of an individual (a ‘serf’) living on the property of another with the impossibility of changing his or her condition.
- 1.3 **Slavery** Depriving an individual of his or her freedom under circumstances in which a person knows or should reasonably know that the individual is being:
  - a) held against his or her will or through Servitude, or
  - b) required to perform Forced or Compulsory Labor.
- 1.4 **Human Trafficking.** The recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion, including abduction, fraud, deception, abuse of power, preying on a position of vulnerability, or through the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. The recruitment, transportation, transfer, harboring, or receipt of an individual under the age of 18 for the purpose of exploitation is considered Human Trafficking, even if there is no force, coercion, abduction, etc. involved.

## 2.0 Slavery and Human Trafficking Policy

2.1 **Requirements.** Other Party agrees to employ foreign or migrant workers in full compliance with relevant international laws and the labor and immigration laws of the host country. In addition, Other Party agrees to prohibit in its supply chain any:

- a) Forced or Compulsory Labor, including individuals that are bonded, involuntarily held prisoner, serving as an indentured laborer, or held in any other form of peonage or Servitude;
- b) Slavery;
- c) Human Trafficking;
- d) procuring of commercial sex acts;
- e) destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passport or drivers' licenses;
- f) unlawful discrimination, harassment or abuse of any kind;
- g) compensation that fails to include wages, overtime pay, and benefits that meet or exceed the legal minimum standards or payments of such compensation that are not routinely made in a timely fashion;
- h) work schedules and overtime that are not consistent with all applicable laws, including maximum hour and rest period laws;
- i) unlawful retaliation against employees who report a compliance or ethical issue learned during the course of their work or who cooperate in good faith with the investigation of a complaint;
- j) using of misleading or fraudulent practices during the recruitment of employees; and
- k) child labor utilized in violation of any applicable minimum age employment laws and regulations.

2.2 **Impermissible Behavior.** Other Party agrees not to permit exploitation of its employees through poor labor conditions, pay that is below the required minimum wage, undesirable or unsafe conditions, or long work hours, regardless of whether its employees are being forced or deceived. Other Party further agrees not to arrange or facilitate any employee's or prospective employee's movement (including recruiting, transporting, transferring, harboring, receiving or exchanging control of the employee or prospective employee) in any way that a reasonable person would consider likely to further the exploitation of an employee or prospective employee.

- 2.3 **Audit Rights.** Other Party agrees that the Company is permitted to audit its compliance, and in cases in which serious risks are presented, this audit may be immediate and unannounced and/or reported to relevant local law enforcement authorities. The Company will routinely monitor its supply chains for compliance; however, such monitoring is typically not focused solely on human trafficking or slavery. And while the Company regularly audits third parties for a variety of reasons, typically those audits are not performed solely to determine compliance with the prohibition against Slavery or Human Trafficking. Other Party agrees to assist local law enforcement authorities and/or the Company in any investigation of claims or indications that the Other Party or any of its contractors, subcontractors, consultants, suppliers or vendors is engaging in Human Trafficking or Slavery, or is otherwise not complying with this Code.
- 2.4 **Verification.** Other Party agrees to demonstrate compliance with this Code promptly and thoroughly upon request. In the event that it should come to the attention of the Company that the Other Party has engaged, is engaging, or is about to engage in any activity that may result in an infraction of this Code, Other Party agrees to promptly take whatever action is necessary to correct any non-compliance within a period of no more than thirty (30) days.
- 2.5 **Suspension or Termination for Cause.** Notwithstanding anything herein to the contrary, the Company may promptly suspend and/or terminate any agreement or arrangement with the Other Party in the event Company should receive evidence of a breach by the Other Party of the terms and conditions of this Code. In the event of a substantial violation, or if the Other Party fails or is otherwise unable to take corrective action requested by Company, any agreement or arrangement with the Other Party will be deemed to terminate for-cause, in a reasonably prompt manner that allows the Company to continue alone or with a substitute party, at the Company's sole discretion. In the event of any such termination, the Company shall have no liability to the Other Party for any loss, cost, or damage resulting, directly or indirectly, from such termination. Furthermore, upon any such termination, fees paid prior to such termination and during any period in which the Other Party was in violation of this Code shall be repaid to Company and all future right to any fees shall be forfeit.

**Ethics / Compliance / Fraud Hotline: 800.381.2372**

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