

Supply Chain Code of Conduct

As used herein, “**Hunting**” means Hunting PLC and all subsidiaries (direct or indirect) thereof.

“**Laws**” shall mean any laws, legislation, regulations, directives, governmental policies or legally binding guidance.

All agents, contractors, distributors, associates, joint venturers, collaboration partners or similar parties (“**Business Partners**”) and customers or suppliers (“**Trading Partners**”) of Hunting (collectively “**Partners**”) are expected to comply with the Hunting PLC Policies: [Our policies – Hunting PLC](#) including the Hunting PLC Code of Conduct. This policy should be read in conjunction with and shall be adhered to in addition to the Hunting PLC Policies. All Partners must act with honesty, integrity, transparency and fairness. We will not work with Partners who do not uphold and maintain the same high standards, core values and principles as required by Hunting within its policies and this document.

All Partners must be approved and managed according to Hunting’s internal processes. Partner due diligence and ongoing reporting/auditing will be carried out by Hunting and the Partner shall be obliged to cooperate with the process in full, including submitting any data or documentation as required.

The following principles shall be paramount in any relationship with any Partner which includes, but is not limited to the purchase and sale of goods and services; distributors engaged to sell and supply Hunting goods and services; agents engaged to act on behalf of Hunting and contractors engaged by Hunting or any subsidiary thereof (“**Business Relationship**”):

Business Ethics:

In relation to any Business Relationship (directly or indirectly):

- Partners will not offer or accept bribes or inducements nor have any involvement in any corrupt business dealings and/or practices. All Partners are obliged to adhere to and comply with all Applicable Anti-Bribery Laws. “Applicable Anti Bribery Laws” means any Laws relating to bribery, corruption or similar activities of (i) the United Kingdom, including without limitation the Bribery Act 2010; (ii) the United States of America including, to the extent applicable, the Foreign Corrupt Practices Act 1977; and (iii) any country or countries in which the Partner is located and any of the obligations of the Business Relationship with Hunting are to be or are performed;
- The making or offering of a payment or other form of inducement/advantage to a foreign public official (which includes employees of state-owned companies and persons holding a legislative, executive, administrative or judicial position - elected or unelected) or any other person in order to influence them to or reward them for improperly performing a function or activity is not permitted;
- No gifts should be given or accepted by any Partner which are not modest or culturally normal without prior approval. Excessive gifts, hospitality and entertainment are strictly prohibited. Gifts of a value less than \$200 US Dollars are considered to be modest subject to the Business Partner adhering to Applicable Anti-Bribery laws. Cash or equivalent gifts are strictly forbidden
- Hospitality and entertainment should be reasonable and proportionate if given or received and be subject to Applicable Anti-Bribery Laws. Any hospitality or entertainment in excess of \$400 US dollars must be pre-approved by the relevant Hunting entity; and
- Facilitation payments (those made to facilitate a routine government action or speed up an administrative process) are not permitted.
- **Money and Taxes:**

In relation to any Business Relationship, Partners are obliged to;

- Have procedures in place to identify suspicious activity which could involve money laundering or tax evasion. Examples of suspicious activity are: customers or service providers willing to pay an unusually high price; transactions involving high risk countries or offshore tax havens; transactions involving unfamiliar banks; payments through untraceable means or other unusual requests and/or cash transactions; and
- Identify and verify all parties involved in any activity relating to a Business Relationship, including all intermediaries.

Conflicts of Interest and third parties:

- Partners should disclose (i) any personal business interests (e.g. shareholdings, control, directorships and other financial interests) of any director, manager, shareholder, beneficial owner, or those having control of that Partner (“**Related Parties**”) (ii) details of any close relative or spouse of such Related Parties and (iii) any relationship of the Partner or Related Party with a direct or indirect beneficiary in any other Business or Trading Partners related to the Business Relationship; and
- Partners shall ensure that any third party engaged in relation to the Business Relationship does so on the basis of a written agreement which imposes on and secures from such third-party compliance with any requirements under this policy and records the details of such
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- arrangement including services to be provided, calculation of payment and performance obligations. The Partner shall be responsible for the observance and performance of such third parties of this policy.

Discrimination, Human Rights and Modern Slavery:

All Partners must:

- Uphold the human rights of anyone involved in the Business Relationship which shall include, but not be limited to: i) providing a safe and hygienic working environment for all; and (ii) respecting the human rights of all with zero tolerance to any form of intimidation, discrimination, harassment or bullying (in any form);
- Ensure adherence to all applicable labour Laws;
- Ensure it has protections in place to alleviate risks associated with the abuse of persons through modern slavery or human trafficking including: ensuring that no child labour is utilised; no forced, involuntary, exploitative prison, trafficked or bonded labour is used; persons are not required to lodge deposits or identity papers and are free to leave on reasonable notice; working hours and remuneration are reasonable and comparable to other companies in the same sector as the Partner or relevant third party and all mandated benefits are provided; personnel are given written terms and conditions of employment; no deductions are made from wages as a disciplinary measure and pay slips detailing lawful deductions are provided for each pay period; and
- Partners shall not work with any third party which it may have reason to believe exploits their employees or supply chain unfairly and shall ensure that all third parties have protections in place to ensure compliance with these requirements prior to engaging them (directly or indirectly) for the Business Relationship.

Drugs and Alcohol:

- The consumption of alcohol or use of controlled drugs on premises relating to the Business Relationship is prohibited (unless consent is provided by Hunting).

Compliance with laws and regulations:

- Partners must comply with the Laws of the jurisdictions in which any part of the Business Relationship is undertaken, including compliance with extra territorial reach of such Laws.

Competition:

- Partners are to be aware of and comply with local competition and anti-trust legislation in interactions relating to the Business Relationship which shall include, but not be limited to: bids and tenders; market pricing; production levels; customers and/or suppliers; discussion of confidential data such as contract pricing or customer lists; insider information; abuse of dominant position and misrepresenting a competitor's capabilities.

Export Controls:

- Where applicable, Partners should be knowledgeable and comply with all export control Laws, regulations, procedures, international economic and trade sanctions, embargoes and restrictions, prohibited party lists and international shipping practices relating to the Business Relationship.

Confidentiality and Data Protection:

- Partners shall comply with all applicable Laws relating to the protection of personal data. Partners must not disclose and shall maintain and protect any confidential information, personal data and intellectual property that comes into their possession in relation to the Business Relationship and shall only disclose the same as required by law unless approved by Hunting in writing.

Health, Safety and Environment

- Hunting's goal is to have no accidents, cause no harm to others and have the highest regard to the environment and our footprint. Partners shall have a comprehensive health and safety programme and maintain the highest standards of health, safety and environmental protection in relation to activities carried out for the Business Relationship; and
- Partners should be mindful of their impact on the environment in all operations relating to the Business Relationship and shall operate in an environmentally aware manner, utilising renewable resources wherever possible and using manufacturing processes and procedures which ensures that adverse effects on the environment are kept to a minimum.

Reporting

- Every Business Partner is obliged to report any potential or actual breaches of or actions taken that may infringe this policy by email to compliance@hunting.plc.uk or alternatively to Safecall Limited, a confidential and independent service on huntingplc@safecall.co.uk.