



The **Power** of Purchasing  
to **Power** the Future

EaglePicher®  
**Supplier Code of  
Conduct**

**EAGLEPICHER**   
TECHNOLOGIES

# Introduction

EaglePicher is committed to upholding the highest standards in all our business dealings. Complying with all laws and regulations, and ensuring fair competition are fundamental to this commitment. EaglePicher is also committed to sourcing components and materials from companies that share our values around human rights, ethics and environmental responsibility.

This Supplier Code of Conduct expresses the expectations we hold for Suppliers throughout the aerospace and defense industries.

## General Disclaimer

This Supplier Code of Conduct is in no way intended to conflict with or modify the terms

and conditions of any existing contract. In the event of a conflict, Suppliers must first adhere to applicable laws and regulations, then the contract terms, followed by this Supplier Code of Conduct.

## Definition

For the purposes of this Code, "Supplier" is defined as any third party that directly or indirectly sells, or seeks to sell, any kind of goods or services to our company or on the company's behalf, including suppliers, contractors, subcontractors, distributors, dealers, sales/marketing representatives, intermediaries, agents, partners, consultants, resellers, systems integrators, or similar entities.

# Compliance with Laws

We expect our Suppliers to maintain full compliance with all laws and regulations applicable to their business. When conducting international business, or if their primary place of business is outside the United States, Suppliers must comply with local laws and regulations.

## Maintain Accurate Records

We expect Suppliers to create and maintain accurate records and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received in furtherance of a business transaction must

fully and accurately represent the transaction or event being documented. When a record is no longer needed to conduct current business, records should still be retained based on the applicable retention requirements. Suppliers performing as U.S. Government contractors (whether direct or indirect) must comply with the requirements in FAR 4.703. Suppliers that are performing as or fulfilling a U.S. Government role in their prescribed work must comply with the records requirements of the affected agency and any relevant National Archives and Records Administration (NARA) requirements that apply to that agency.

# Human Rights

We expect our Suppliers to treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all, and foster an inclusive and ethical culture.

## Child Labor

We expect our Suppliers to ensure that illegal child labor is not used in the performance of work. The term “child” refers to any person under the minimum legal age for employment where the work is performed.

## Forced Labor

The use of forced labor by our suppliers, whether obtained under the threat of punishment, withholding identity papers, requiring workers to deposit a bond or any other constraint is strictly prohibited. Compliance with the Uyghur Forced Labor Prevention Act (UFLPA) is mandatory and materials may not be sourced from the Xinjiang Uyghur Autonomous Region (XUAR) of the People’s Republic of China or other regions prohibited by United States or International Law.

## Human Trafficking

Suppliers must adhere to regulations prohibiting human trafficking and comply with all applicable local laws in the country or countries in which they operate. Suppliers must refrain from violating the rights of others and appropriately address any adverse human rights impacts of their operations. Suppliers must educate employees on prohibited trafficking activities, discipline employees found to have violated the law or rules and notify the contracting officer of violations and action taken against employees. Specifically, Suppliers will be prohibited from the following in all contracts:

- Destroying, concealing, or confiscating identity or immigration documents
- Using misleading or fraudulent tactics in recruiting
- Charging employee recruitment fees or providing inadequate housing based on local standards, laws and directives
- Failing to provide employment contracts and other documentation in the employee’s native language
- Failing to provide return transportation upon the end of employment for employees brought to the country for the purpose of working on a U.S. Government contract or subcontract
- Failing to interview and protect employees suspected of being trafficking victims

Suppliers may report activity inconsistent with this policy prohibiting trafficking of persons to the Global Human Trafficking Hotline at 1-844-888-FREE or by email at [help@befree.org](mailto:help@befree.org), without fear of retaliation.

# Employment Practices

## Harassment

We expect our Suppliers to ensure that their employees are afforded an employment environment that is free from physical, psychological, and verbal harassment or other abusive conduct.

## Non-Discrimination

We expect our Suppliers to provide equal employment opportunity to employees and applicants for employment, without regard to race, ethnicity, religion, color, sex,

national origin, age, military veteran status, ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, or mental or physical disability, so long as the essential functions of the job can be competently performed with or without reasonable accommodation.

## Substance Abuse

We expect our Suppliers to maintain a workplace free from illegal use, possession, sale or distribution of controlled substances.

# Anti-Corruption

Our Suppliers must comply with the U.S. Foreign Corrupt Practices Act and other applicable anti-corruption laws (e.g., the U.K. Bribery Act), directives and/or regulations that govern operations in the countries in which they do business, regardless of local customs.

## Improper Payments and Business Courtesies

Our Suppliers must refrain from offering or making any payments of money or anything of value (including kickbacks, favors, gifts, gratuities, entertainment, travel, political contributions, charitable donations or other business courtesies) to customers, government officials, political parties, candidates for public office, charities or other business-related parties that could be considered to improperly influence business decisions.

This includes a prohibition on facilitating payments intended

to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance, except in situations where there is an imminent threat to personal health or safety.

## Due Diligence

We expect our Suppliers to exert appropriate due diligence and monitoring to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements and the engagement of third parties.

## Antitrust

Our Suppliers must comply with anti-competition and antitrust laws and are prohibited from fixing prices, colluding or rigging bids with competitors, allocating customers or markets with competitors or exchanging any pricing information with our competitors.



# Conflicts of Interest

We expect our Suppliers to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest in their dealings with our company. We expect our Suppliers to provide notification to all affected parties in the event that an actual or potential conflict of interest arises. This includes a conflict between the interests of our company and personal interests or those of close relatives, friends or associates.

Suppliers must avoid and/or disclose any actual or potential organizational conflicts of interest that may impact the work with the U.S. Government. Those conflicts of interest could include:

- Impaired objectivity: the supplier has a financial interest that could be affected by its performance of the work (e.g., its role as a supplier would place it in the position of evaluating its own affiliate or competitor and therefore would impact its impartiality to EaglePicher and our customers)
- Unequal access to information: as a result of work for the Government on unrelated contracts, the supplier has access to procurement-sensitive data furnished by the Government or others that would not be available to other competitors for the work
- Biased ground rules: the supplier was involved in writing a specification that favors its own products

# Information Protection

## Confidential and Proprietary Information

We expect our Suppliers to properly handle sensitive information, including confidential, proprietary and personal information. Information should not be used for any purpose (e.g., advertisement, publicity and the like) other than the business purpose for which it was provided, unless there is prior authorization from the owner of the information.

## Intellectual Property

We expect our Suppliers to respect and comply with all the laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights and trademarks.

## Information Security

Suppliers must protect the confidential and proprietary information of others, including personal

information, from unauthorized access, destruction, use, modification and disclosure, through appropriate physical and electronic security procedures. Suppliers must comply with all applicable data privacy laws. Suppliers shall assure extension of this requirement to all sub-tier sources they employ.

## Insider Trading

Our Suppliers must not use material, non-public information obtained in the course of business as the basis for trading or for enabling others to trade in the securities of any other company.

## Environment, Health and Safety

We expect our Suppliers to operate in a manner that actively manages risk, minimizes waste and protects the environment. We expect our Suppliers to apply environmental management system principles in order to establish a systematic approach to the management of risks/hazards and opportunities associated with the environment, including potential risk from regulatory non-compliance, reputational loss,

and opportunities for business growth through operational and product stewardship.

We expect our Suppliers to comply with all applicable environmental, health and safety laws, regulations and directives. Suppliers should protect the health, safety and welfare of their people, visitors and others who may be affected by their activities.

## Global Trade Compliance

### Security

When applicable, Suppliers are encouraged to implement practices and procedures to ensure the security of their supply chains in accordance with the Customs-Trade Partnership Against Terrorism initiative of the United States Department of Homeland Security.

### Import

We expect our Suppliers to ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the import of parts, components and technical data.

### Export

We expect our Suppliers to ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the export of parts, components and technical data;



these include the International Traffic in Arms Regulation and the Export Administration Regulations. Suppliers shall provide truthful and accurate information and obtain export licenses and/or consents where necessary.

### **Anti-Boycott**

Our Suppliers must not participate in, cooperate with or further the cause of any unsanctioned foreign economic boycott, in accordance with the Export Control Reform Act of 2018 and the 1976 Tax Reform Act.

### **Conflict Minerals**

Suppliers must adhere to federal laws and regulations regarding conflict minerals (gold, tantalum, tin and tungsten). We expect our Suppliers whose products contain these minerals to conduct due diligence on the source and chain of custody and also to support efforts to eradicate the use of conflict minerals which directly or indirectly finance or benefit armed

groups in the Democratic Republic of Congo or adjoining countries. Supplier's due diligence measures shall be available to EaglePicher.

Suppliers must implement a policy and process to assure that the mining of conflict minerals in the products they manufacture does not directly or indirectly finance or benefit armed groups that perpetrate human rights abuses.

U.S. stock listed companies manufacturing or contracting to manufacture products containing conflict minerals must make specialized disclosure and file reports as required by the U.S. Securities and Exchange Commission.

EaglePicher appreciates the commitment of its Suppliers to the goal of using conflict-free minerals in all of their products.

## **Quality**

Suppliers must take due care to ensure their work product meets our company's quality standards. We expect our 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 or exceeds the contract requirements.

### **Counterfeit Parts**

We expect our Suppliers to develop, implement and maintain methods and processes appropriate to their products to minimize the risk of introducing counterfeit parts and materials into deliverable products. Effective processes should be in place to detect counterfeit parts and materials, provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

# Ethics Program Expectations

## Whistleblower Protection

We expect our Suppliers to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. We expect our Suppliers to take action to prevent, detect and correct any retaliatory actions.

## Consequences for Code Violations

In the event of a violation of any of the above expectations, we may pursue corrective action to remedy the situation. In the case of a violation of law or regulation, we may be required to report those violations to proper authorities. We reserve the right to terminate our relationship with any Supplier under the terms of the existing procurement/purchasing contract.

## Ethics and Compliance Policies

Commensurate with the size and nature of their business, we expect our Suppliers to have management systems in place to support compliance with laws, regulations, and the expectations related to or addressed expressly within this Supplier Code of Conduct. This should include measures to address

their compliance within these standards and take appropriate action to correct identified deficiencies. We encourage our Suppliers to implement their own written code of conduct and to flow down the principles of a code of conduct to the entities that furnish them with goods and services.

## Contacts

Contact the EaglePicher Ethics & Compliance Helpline to report observed misconduct, anonymously by:

- Dialing **1-844-957-2597** toll-free in the United States, Guam, Puerto Rico or Canada
- Visiting the website **[compliancehotline.eaglepicher.ethicspoint.com](https://compliancehotline.eaglepicher.ethicspoint.com)**
- Using a mobile device's camera to access the website with this QR code

You are not required to leave your name. Anonymous reports will receive a full inquiry.

