

Another

Supply Company, LLC

Partner Code of Conduct

Version 1.0

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Vision

ASCLLC believes that the credibility and reputation of our company is shaped by the collective conduct of our Agents and our Partners. Fundamental to this Partner CODE is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates and international standards relating to human rights.

The Responsible Business Alliance (RBA), formerly known as the Electronics Industry Citizenship Coalition (EICC) establishes standards to ensure that working conditions in supply chains of members of the electronics industry are safe, that workers are treated with dignity and respect, and that business operations are conducted in an environmentally responsible and ethical way. ASCLLC is a representative of numerous manufacturers of electronic office and information technology equipment, and this Partner CODE is based on RBA Code of Conduct and International Bill of Human Rights. This Partner CODE reflects standards and expectations specific to the nature of ASCLLC Partner operations.

This Partner CODE encourages Partners to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance social and environmental responsibility, and business ethics. Where this Partner CODE and national or local laws have requirements for the same subject matter, Partners shall meet the more stringent requirements.

Scope

All Another Supply Company LLC (ASCLLC) is committed to doing what is right and honorable. We set high standards for our Partners, and we encourage our Partners to aspire to meet these standards in service to our customers and the global community. This Partner Code of Conduct (Partner CODE) describes the expectations that ASCLLC holds for its Partners. It articulates ideals to which we aspire as well as the behaviors that we believe are mandatory in our professional roles.

ASCLLC Partners must comply with this Partner CODE. ASCLLC Partners include all entities that provide goods or services, whether to or on behalf of ASCLLC.

This Policy defines the social and environmental performance requirements for ASCLLC Partners.

ASCLLC Partners are required to review this policy prior to engagement in performance of work on behalf of ASCLLC.

This policy will be provided to all ASCLLC Partners prior to commencement of engagement in any activity on behalf of ASCLLC.

Definitions – As used in this policy

Abusive Manner means conduct which results in physical harm or creates intense feelings of fear, humiliation, manipulation, or exploitation in another person.

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of ASCLLC.

Conflict of Interest means a situation that arises when an ASCLLC Agent is faced with making a decision or doing some act that will benefit the Agent or another person or organization to which the Agent or ASCLLC owes a duty of loyalty and at the same time will harm another person or organization to which the Agent or ASCLLC owes a similar duty of loyalty.

Covered Employee means any full-time or part-time ASCLLC Agent working on or in connection with a federal government contract or working at a location controlled by ASCLLC where other ASCLLC employees work on or in connection with a federal contract are likely to be present (does not include ASCLLC employee residences). This includes employees of ASCLLC who are not themselves working on or in connection with a federal government contract.

Duty of Loyalty means a person's responsibility, legal or moral, to promote the best interest of an organization or other person with whom they are affiliated.

FAR means United States Federal Acquisition Regulation www.acquisition.gov/far/

Full cooperation -

- 1) Means disclosure to the Government of information sufficient for law enforcement to identify the nature and extent of an offense and the individuals responsible for reported conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to ASCLLC Agents with information;
- 2) Does not foreclose any ASCLLC Agent rights arising in law, the FAR, or the terms of a contract. It does not require-
 - i) ASCLLC or its Agents to waive attorney-client privilege or the protections afforded by the attorney work product doctrine; or to waive their Fifth Amendment rights; and
- 3) Does not restrict a ASCLLC from-
 - i) Conducting an internal investigation; or
 - ii) Defending a proceeding or dispute arising under a contract or related to a potential or disclosed violation.

Partner means an original equipment manufacturer or supplier or subcontractor that represents an element of the chain of custody in the supply chain for a product component or COTS finished product or that provides a service to or on behalf of ASCLLC.

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Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Relative means a spouse or domestic partner, parent, legal guardian, sibling, child (natural, step-children, or adopted), grandparent, grandchild, aunt, uncle, cousin, or current in-law.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for ASCLLC or an ASCLLC Partner.

Stakeholder means ASCLLC, an ASCLLC principal or employee, or another person or organization to which ASCLLC or an ASCLLC principal or employee owes a duty of loyalty, that may be impacted by the decision of an ASCLLC principal or employee.

United States means the 50 States, the District of Columbia, and outlying areas.

Policy

This Partner CODE is a total supply chain requirement. **Partners are required to understand and meet these and other requirements where applicable.** At a minimum, Partners shall require their next tier Suppliers to acknowledge and implement this Partner CODE and hand this Partner CODE down to their sub-tier Suppliers. The requirements apply to all workers including temporary, migrant, student, contract, direct employees, and any other type of worker.

The Partner CODE is made up of five sections outlining standards for: Labor, Health and Safety, the Environment, Business Ethics, and required elements for internal controls used by agents, partners and subcontractors to manage conformity to this Partner CODE. The Reference section outlines international standards and leading practices which were referenced in the development of this Partner CODE and may be useful as an additional source of information.

ASCLLC maintains policies and procedures to evaluate the ethics policies of its potential Partners and the conduct of its Partners, and reviews and updates these policies annually. Periodic reviews of Partner business practices, procedures, policies, and internal controls for compliance with applicable laws, regulations and customer requirements related to the Partner's operations, products and/or services, this Partner CODE, and the special requirements of Government contracting, include-

- Monitoring and auditing to detect whether a Partner has been added to the EPLS
 - Periodic evaluation of the effectiveness of Partner business ethics awareness and compliance programs and internal control systems, especially if reportable conduct has been detected; and
- 1) ASCLLC obtains and maintains from each potential Partner, before the Partner is initially assigned to perform any work on behalf of ASCLLC,
 - i) A copy of the potential Partners Code of Ethics, and/or
 - ii) A commitment to adhere to minimum standards defined under this Partner CODE

Labor Standards

ASCLLC is committed to ensuring that all workers in its supply chain are treated fairly and with dignity and respect.

The labor standards are:

Freely Chosen Employment

Forced, bonded (including debt bondage) or indentured labor; involuntary or exploitative prison labor; or slavery or trafficking of persons shall not be used. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility, in addition to unreasonable restrictions on entering or exiting company provided facilities, including, if applicable, workers' dormitories or living quarters. As part of the hiring process, workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment. Foreign migrant workers must receive the employment agreement prior to the worker departing from his or her

country of origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms. All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given as per worker's contract. Partners, subcontractors, agents and sub-agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to employees' identity or immigration documents, such as government-issued identification, passports, or work permits, unless the holding is required by law. In this case, at no time should workers be denied access to their documents. Workers shall not be required to for their employment. Partners and subcontractors shall maintain adequate controls to ensure that workers have not been charged recruitment or placement fees during their recruitment process. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

Young Workers

Child labor is not to be used in any stage of manufacturing or in the provision of services or supplies. The term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Participants shall implement an appropriate mechanism to verify the age of workers. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Workers under the age of 18 ("young workers") shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime.

Partners and subcontractors shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Partners and subcontractors shall provide appropriate support and training to all student workers. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks. If child labor is identified, assistance/remediation is provided.

Working Hours

Studies of business practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Working hours are not to exceed the maximum set by local law. Further, a workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. All overtime must be voluntary. Workers shall be allowed at least one day off every seven days.

Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. The basis on which workers are being paid is to be provided in a timely manner via pay stub or similar documentation. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.

Humane Treatment

There is to be no harsh or inhumane treatment, including violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

Non-Discrimination/Non-Harassment

Partners and subcontractors should be committed to a workforce free of harassment and unlawful discrimination. Companies shall not engage in discrimination or harassment based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training. Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers should not be subjected to medical tests, including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way.

Freedom of Association

Partners and subcontractors shall respect the rights expressed in the ILO Declaration on Fundamental Principles and Rights at Work. Partners and subcontractors shall respect the right of all workers to form and join trade unions, of their own choosing, to bargain collectively and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

Worker Health and Safety Standards

ASCLLC recognizes that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. We also recognize that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

The health and safety standards are:

Occupational Safety

Worker potential for exposure to health and safety hazards (e.g., chemical, electrical and other energy sources, fire, vehicles, and fall hazards) are to be identified and assessed, mitigated using the Hierarchy of Controls, which includes eliminating the hazard, substituting processes or materials, controlling through proper design, implementing engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and providing ongoing occupational health and safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment and educational materials about risks to them associated with these hazards. Workers shall be encouraged to raise safety concerns. Reasonable steps must also be taken to remove pregnant women/nursing mothers from working condition with high hazards,

remove or reduce any workplace health and safety risks to pregnant women and nursing mothers including those associated with their work assignments, as well as include reasonable accommodations for nursing mothers.

Emergency Preparedness

Potential emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including emergency reporting, employee notification and evacuation procedures, worker training and drills. Emergency drills must be executed at least annually or as required by local law, whichever is more stringent. Emergency plans should also include appropriate fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency responders, and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment and property.

Occupational Injury and Illness

Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, including provisions to: encourage worker reporting; classify and record injury and illness cases; provide necessary medical treatment; investigate cases and implement corrective actions to eliminate their causes; and facilitate return of workers to work.

Industrial Hygiene

Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled according to the Hierarchy of Controls. If any potential hazards were identified, participants shall look for opportunities to eliminate and/or reduce the potential hazards. If elimination or reduction of the hazards is not feasible, potential hazards are to be controlled through proper design, engineering or administrative controls. When hazards cannot be adequately controlled by such means, workers are to be provided with and use appropriate, well-maintained, personal protective equipment free of charge. Protective programs shall be ongoing and include educational materials about the risks associated with these hazards.

Physically Demanding Work

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

Machine Safeguarding

Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

Sanitation, Food and Housing

Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by a Partner or a labor agent are to be maintained clean and safe and provided with: appropriate emergency egress, hot water for bathing and showering, adequate lighting, heat and ventilation, individually

secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

Health and Safety Communication

Partners and subcontractors shall provide workers with appropriate workplace health and safety information and training in their primary language or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Training is provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise any health and safety concerns without retaliation.

Environmental Standards

ASCLLC recognizes that social and environmental responsibility is integral to producing and providing office and information technology equipment and related supplies and services. In manufacturing or industrial operations as well as fulfillment and delivery operations, adverse effects on the community, environment and natural resources are to be minimized while safeguarding the health and safety of workers and the public. Recognized management systems such as ISO 14001 and the Eco Management and Audit System (EMAS) were used as references in preparing the Code and may be a useful source of additional information.

The environmental standards are:

Environmental Permits and Reporting

All required environmental permits (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

Pollution Prevention and Resource Reduction

Emissions and discharges of pollutants and generation of waste are to be minimized or eliminated at the source or by practices such as adding pollution control equipment; modifying production, maintenance and facility processes; or by other means. The use of natural resources, including: water, fossil fuels, minerals and virgin forest products; is to be conserved by practices such as modifying production, maintenance and facility processes, materials substitution, re-use, conservation, recycling or other means.

Hazardous Substances

Chemicals, waste, and other materials posing a hazard to humans or to the environment are to be identified, labelled and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

Solid Waste

Partners and subcontractors shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous).

Air Emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, routinely monitored, controlled, and treated as required prior to discharge. Ozone-depleting substances are to be effectively managed in accordance with the Montreal Protocol and applicable regulations. Participants shall conduct routine monitoring of the performance of its air emission control systems.

Materials Restrictions

Partners and subcontractors are to adhere to all applicable laws, regulations and HP requirements regarding prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal.

Water Management

Partners and subcontractors shall implement a water management program that documents, characterizes, and monitors water sources, use and discharge; seeks opportunities to conserve water; and controls channels of contamination. All wastewater is to be characterized, monitored, controlled, and treated as required prior to discharge or disposal. Supplier shall conduct routine monitoring of the performance of its wastewater treatment and containment systems to ensure optimal performance and regulatory compliance.

Energy Consumption and Greenhouse Gas Emissions

Partners and subcontractors are to establish a corporate-wide greenhouse gas reduction goal. Energy consumption and all relevant Scopes 1 and 2 greenhouse gas emissions are to be tracked documented, and publicly reported against the greenhouse gas reduction goal. Suppliers are to look for methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

Business Ethics

ASCLLC is committed to ensuring compliance and promoting ethical culture by observing the highest standards of fair dealing, honesty, and integrity in our business activities, and requires its agents, partners and subcontractors, and their sub-tier suppliers and any other 3rd party agents, to uphold the highest standards of ethics in their business operations.

The ethics standards are:

Business Integrity

Partners and subcontractors shall have a zero-tolerance policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement. Partners and subcontractors should conduct appropriate risk-based due diligence prior to engaging contractors or third parties to ensure that such third parties comply with this Partner CODE and anti- corruption laws including but not limited to the United Kingdom Bribery Act and the United States Foreign Corrupt Practices Act. Partners and subcontractors are also responsible for ensuring that any third party they engage agrees to abide by business integrity standards that are no less stringent than the provisions of this Partner CODE.

No Improper Advantage

Bribes or other means of obtaining undue or improper advantage are not to be promised, offered, authorized, given or accepted. This prohibition covers promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. Monitoring, record keeping, and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws including but not limited to the United Kingdom Bribery Act and the United States Foreign Corrupt Practices Act.

Disclosure of Information

All business dealings should be transparently performed and accurately reflected on Supplier's business books and records. Information regarding Supplier labor, health and safety, environmental practices, business activities, structure, financial situation and performance is to be disclosed in accordance with applicable laws, regulations and prevailing industry practices. Falsification of records and/or misrepresentation of conditions or practices in the supply chain are unacceptable.

Intellectual Property

Intellectual property rights are to be respected; transfer of technology and know-how is to be done in a manner that protects intellectual property rights; and customer and supplier information is to be safeguarded.

Fair Business, Advertising and Competition

Standards of fair business, advertising and competition are to be upheld. Appropriate means to safeguard customer information must be available and used.

Protection of Identity and Non-Retaliation

Programs that ensure the confidentiality, anonymity and protection of Supplier and employee whistleblowers² are to be maintained unless prohibited by law. Suppliers should have a communicated process for their personnel and workers to be able to raise any concerns without fear of retaliation.

Responsible Sourcing of Minerals

Suppliers shall have a policy to reasonably assure that the tantalum, tin, tungsten and gold in the products, parts, components, and materials they manufacture does not directly or indirectly finance or benefit armed groups or contribute to serious human rights abuses in Conflict-Affected and High-Risk Areas, as defined in the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. Suppliers shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to customers upon customer request.

Privacy

Suppliers are committed to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees. Suppliers are to comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

Internal Controls

Partners and subcontractors shall adopt or establish appropriate internal controls to manage compliance with the elements of this Partner CODE. The controls shall be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to the partner's or subcontractor's operations, products and/or services; (b) conformance with this Partner CODE; and (c) identification and mitigation of risks related to this Partner CODE. The controls should also be designed to facilitate continual improvement in the partner's or subcontractor's social and environmental performance.

The internal controls should, at a minimum, contain and/or monitor for the following elements:

- 1) Corporate social and environmental responsibility policy statements affirming partner's and/or supplier's commitment to compliance and continual improvement, endorsed by executive management and posted in the partner's and/or subcontractor's facility in the local language of the workers or in a language the workers can understand.
- 2) Clearly identified senior executive and partner/subcontractor representative[s] responsible for ensuring implementation of described controls and associated programs.
- 3) Senior management review of the status of described controls on a regular basis.
- 4) A process to identify, monitor and understand applicable laws, regulations and customer requirements, including the requirements of this Partner CODE.
- 5) A process to identify the legal compliance, environmental, health and safety, labor practice, and ethics risks associated with partner's or subcontractor's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance. To include at minimum:
 - a. Restrictions on Subcontracting defined under FAR 52.203-6 and 52.209-6 and 52.209-10
 - i. Except as provided in (ii) of this clause, Partners and subcontractors shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under a contract or under any follow-on production contract issued by ASCLLC in performance of a government contract.
 - ii. The prohibition in (i) of this clause does not preclude any Partner or subcontractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services). the prohibition in paragraph (i) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).

- iii. Partner and subcontractor(s) agree to incorporate the substance of this clause, including this paragraph (iii), in all subcontracts under a contract which exceeds the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, issued by ASCLLC in performance of a government contract.
- iv. Partner and subcontractor(s) shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to ASCLLC, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- v. A corporate officer or a designee of Partner and subcontractor(s) shall notify ASCLLC, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:
 - 1. The name of the subcontractor.
 - 2. The Partner's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
 - 3. The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
 - 4. The systems and procedures the Partner and subcontractor(s) have established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.
- vi. Unless this is a contract for the acquisition of commercial products or commercial services, the Partner and subcontractor(s) shall include the requirements of this clause, including this paragraph (vi) (appropriately modified for the identification of the parties), in each subcontract that—
 - 1. Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and
 - 2. Is not a subcontract for commercially available off-the-shelf items.
- b. Prohibitions defined under FAR 52.204-30.

- i. Unless an applicable waiver has been issued by the issuing official, Partner and subcontractor(s) shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
 - 1. For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
 - 2. For all other solicitations and contracts DHS FASCSA orders apply.
- ii. Partner and subcontractor(s) shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (i).
- iii. The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- iv. A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.
- v. If Partner or subcontractor(s) wish(es) to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Partner or subcontractor(s) shall disclose the following:
 - 1. Name of the product or service to be provided to the Government;
 - 2. Name of the covered article or source subject to a FASCSA order;
 - 3. If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
 - 4. Brand;
 - 5. Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - 6. Item description;
 - 7. Reason why the applicable covered article or the product or service is being provided or used;

- vi. ASCLLC will review disclosures provided in paragraph (b)(v) to determine if any waiver is warranted. ASCLLC may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.
- vii. During contract performance, Partner and subcontractor(s) shall review SAM.gov at least once every three months, or as advised by ASCLLC, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (i) of this clause.
- viii. If Partner or subcontractor(s) identifies a new FASCSA order(s) that could impact their supply chain, then Partner and subcontractor(s) shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
 - 1. The Partner and subcontractor(s) shall submit a report to ASCLLC as identified in paragraph (viii)(2) of this clause, if the ASCLLC identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (i) of this clause, or a new FASCSA order identified in paragraph (viii) of this clause. For indefinite delivery contracts, the Partner shall report to ASCLLC for any affected order.
 - 2. If a report is required to be submitted to a contracting office under (viii)(1) of this clause, ASCLLC shall submit the report as follows in accordance with instruction described in FAR 52.204-30(c)(3)(ii)
 - 3. Partner and subcontractor(s) shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (viii)(1) of this clause:
 - a. Within 3 business days from the date of such identification or notification:
 - i. Contract number;
 - ii. Order number(s), if applicable;
 - iii. Name of the product or service provided to the Government or used during performance of the contract;

- iv. Name of the covered article or source subject to a FASCSA order;
 - v. If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
 - vi. Brand;
 - vii. Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - viii. Item description; and
 - ix. Any readily available information about mitigation actions undertaken or recommended.
- b. Within 10 business days of submitting the information in paragraph (viii)(3)(a) of this clause:
- i. Any further available information about mitigation actions undertaken or recommended.
 - ii. In addition, Partner and subcontractor(s) shall describe the efforts undertaken to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
 - iii. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from ASCLLC, during the performance of the contract, the Partner and subcontractor(s) shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

- iv. Partner and subcontractor(s) shall insert the substance of this clause, including this paragraph (viii)(3)(b)(iv) in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
- 6) Written performance objectives, targets and implementation plans to improve partner's and/or subcontractor's social environmental, and health and safety performance, including a periodic assessment of partner's or subcontractor's performance in achieving those objectives.
- 7) Programs for training managers and workers to implement partner's and/or subcontractor's policies, procedures and improvement objectives and to meet applicable legal and regulatory requirements.
- 8) A process for communicating clear and accurate information about partner's and/or subcontractor's policies, practices, expectations and performance to workers, suppliers, sub-tier third-party contractors and customers.
- 9) Ongoing processes, including an effective grievance mechanism, to assess employees' understanding of and obtain feedback on or violations against practices and conditions covered by this Partner CODE and to foster continuous improvement. Workers must be given a safe environment to provide grievance and feedback without fear of reprisal or retaliation.
- 10) Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of this Partner CODE and customer contractual requirements related to social and environmental responsibility.
- 11) A process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.
- 12) Processes and controls to ensure accurate books and records, and creation and maintenance of documents and records to ensure regulatory compliance and conformity to partner and/or subcontractor company requirements along with appropriate confidentiality to protect privacy.
- 13) A process to communicate the Partner CODE requirements to next-tier suppliers and subcontractors and to monitor supplier and next-tier subcontractor compliance

Recognizing and Reporting CODE Violations

ASCLLC agents must pay close attention to possible violations of this Partner CODE, whether they occur because of an oversight or by intention. Any ASCLLC agent aware of potential violations should notify the ASCLLC Compliance Team.

ASCLLC encourages the reporting of any instances of suspected unethical, corrupt, fraudulent or undesirable conduct, or suspected safety, ethical, or legal concerns involving the Company's business and provides protections and measures to individuals who disclose in relation to such Conduct without fear of victimization or reprisal. If an agent or applicant or Partner believes that he or she has been retaliated against for disclosing information regarding misconduct under the Code, he/she/they should file a written complaint with the Vice President responsible for Contracting and Compliance.

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If you are not sure whether there is an ethical problem, it is better to ask. Here are some signs to watch for:

- You feel uncomfortable about a business decision or about something you've been asked to do at work.
- You have witnessed a situation involving a business decision that made you or someone else feel uncomfortable.
- If a business conflict were revealed to the public, you feel that the company would be embarrassed or face legal implications.
- Ask yourself the following questions:
 - Would a reasonable person with your knowledge question your impartiality?
 - Does the decision or action result in illegal activity?
 - How would you and your family, and friends and relatives, feel if what the action or decision were to come out as a newspaper headline?
 - Would you make the same decision if your manager was directly involved?

NOTE: You may consult with your direct supervisor or the VP responsible for Contracting and Compliance.

There are several ways to report or disclose any issue or behavior you consider to be Reportable Conduct.

- 1) You may disclose any Reportable Conduct to the Vice President:

Rick Vogel
Office: 814-962-6260 / Mobile: 805-416-4180
Email: rickv@anothersupplycompany.co

If you cannot use the above reporting channel, a disclosure can be made to an “eligible recipient” within the Company. Eligible recipients include:

CEO / President
Kali Davis
Office: 814-962-6260 / Mobile: 814-496-7624
Email: kali@anothersupplycomapny.co

The above-referenced points of contact will safeguard your interests and will ensure the integrity of the reporting mechanism.

- 2) ASCLLC maintains an internal reporting mechanism, which allows for anonymity and confidentiality, by which principals, employees, and agents may report suspected instances of improper conduct to the ASCLLC compliance team.

ASCLLC Anonymous Report Form: <https://forms.office.com/r/5j1pSG5sEu>

- 3) Where you do not feel comfortable making an internal report, or where you have made an internal report, but no action has been taken within a reasonable time, you are encouraged to disclose any Reportable Conduct to:

- An Inspector General,
- The Comptroller General,
- A member of Congress,
- A State or Federal regulatory or law enforcement agency.

ASCLLC shall not discharge, demote or otherwise discriminate against an employee as a reprisal for disclosing information to:

- The ASCLLC Compliance Team,
- A person with supervisory authority over the employee or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct.
- An Inspector General,
- The Comptroller General,
- A member of Congress,
- A State or Federal regulatory or law enforcement agency,
- A court or grand jury.

ASCLLC relies on its partners and agents maintaining a culture of honest and ethical behavior. Accordingly, if you become aware of any Reportable Conduct, you must disclose in accordance with this policy. There are several ways to report or disclose any issue or behavior considered to be Reportable Conduct, and partners, employees and agents may make a report or disclosure under this policy if they have reasonable grounds to believe that an ASCLLC principal, officer, vice president, director, employee, partner, subcontractor, consultant, agent, or other person who has business dealings ASCLLC has engaged in Reportable Conduct.

When making a disclosure, you may do so anonymously. It may be difficult for the Company to investigate matters disclosed in a report submitted anonymously correctly; therefore, the Company encourages you to share your identity when making a disclosure. However, you are not required to do so. The ASCLLC compliance team, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to an employee's disclosure as confidential where the information has been marked "confidential" or "proprietary" by ASCLLC or where desired by the employee. To the extent permitted by law and regulation, such information will not be released by ASCLLC or the government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the employee. The Government may transfer documents provided by ASCLLC to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

ASCLLC shall take the following measures for protecting employee and agent identities when a disclosure is received by the ASCLLC Compliance Team:

- i) All paper and electronic documents and other materials relating to disclosures will be stored securely;

- ii) Access to all information relating to the disclosure will be limited to those directly involved in managing and investigating the disclosure;
- iii) Only a restricted number of people who are directly involved in handling and investigating a disclosure will be made aware of your identity (subject to your consent) or information that is likely to lead to your identification;
- iv) Communications and documents relating to the investigation of the disclosure will not be sent to an email address or to a printer that other staff can access; and
- v) Each person involved in handling and investigating a disclosure will be reminded about the confidentiality requirements, including that unauthorized disclosure of your identity may be a criminal offence.

Should an employee or agent have concerns that their identity has been disclosed in relation to a disclosure without their consent, they should inform the Vice President or another eligible internal point of contact immediately.

ASCLLC agents are expected to participate fully and honestly with investigations and audits, cooperate with the designated ASCLLC compliance representatives and your designated legal support to respond to litigation or requests from government and other external agencies, never act in any manner that would interfere with an investigation, including destroying or fabricating evidence, intimidating witnesses, or improperly disclosing information in a manner that impedes a fair review, follow instructions to retain and not alter or destroy records in response to litigation, investigations, or audits.

Any ASCLLC agent found to have violated this CODE or engaged in other unlawful or unethical behavior shall be subject to appropriate disciplinary action, up to and including demotion or termination of employment. Any ASCLLC principal, employee, or agent who fails to report known or suspected violations of this CODE or other unlawful or unethical behavior shall be subject to appropriate disciplinary action. Disciplinary action shall be taken against individuals who authorize or participate directly in a violation of the CODE. Disciplinary action also may be taken against any of the violator's managerial superiors, to the extent that the circumstances of the violation reflect inadequate supervision and leadership by the superior.

In addition to violations of this CODE, ASCLLC principals and employees shall timely disclose, in writing, to the ASCLLC compliance team, and the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of a government contract or any subcontract thereunder, an employee has credible evidence that a principal, employee, agent, or subcontractor of ASCLLC has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the employee shall notify the ASCLLC compliance team, and, as appropriate, the OIG of the ordering agency, and the IG of the agency responsible for the basic contract.

- i) If a violation relates to more than one Government contract, ASCLLC shall make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
- ii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, ASCLLC shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

Internal Control System for Reporting of Improper Conduct

- 1) Assignment of responsibility to a principal of ASCLLC whom due diligence has not exposed as having engaged in conduct that is in conflict with this CODE, and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
- 2) Reasonable efforts not to include an individual as a stakeholder whom due diligence has exposed as having engaged in conduct that is in conflict with this CODE.
- 3) Appropriate measures for protecting stakeholder identities.
- 4) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
- 5) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by ASCLLC or a subcontract thereunder, ASCLLC has credible evidence that a principal, employee, agent, or subcontractor of ASCLLC has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).
- 6) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

References

The following standards were used in preparing this Code and may be a useful source of additional information. The following standards may or may not be endorsed by each Partner.

Responsible Business Alliance Code of Conduct

https://www.responsiblebusiness.org/media/docs/RBACodeofConduct7.0_English.pdf

Dodd-Frank Wall Street Reform and Consumer Protection Act

<http://www.sec.gov/about/laws/wallstreetreform-cpa.pdf>

Eco Management & Audit System

http://ec.europa.eu/environment/emas/index_en.htm

Ethical Trading Initiative

www.ethicaltrade.org/

ILO Code of Practice in Safety and Health

www.ilo.org/public/english/protection/safework/cops/english/download/e000013.pdf

ILO International Labor Standards

www.ilo.org/public/english/standards/norm/whatare/fundam/index.htm

ISO 14001

<http://www.iso.org/iso/home/standards/management-standards/iso14000.htm>

ISO 20243-1:2018

https://standards.iso.org/ittf/PubliclyAvailableStandards/c074399_ISO_IEC_20243-1_2018.zip

ISO 31000:2018

<https://www.iso.org/obp/ui/#iso:std:iso:31000:ed-2:v1:en>

National Fire Protection Association

http://www.nfpa.org/aboutthecodes/list_of_codes_and_standards.asp

OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas

<https://www.oecd.org/daf/inv/mne/OECD-Due-Diligence-Guidance-Minerals-Edition3.pdf>

OHSAS 18001

www.bsi-global.com/index.xalter

Open Trusted Technology Provider Standard (O-TTPS)

<https://publications.opengroup.org/downloadable/download/link/id/MC45Mzg3MjUwMCAxNjYxODAzMTY4MTYwNTU3NTE2NDE1MDY5Nzg%2C/>

Open Trusted Technology Provider Framework (O-TTPF)

<https://publications.opengroup.org/downloadable/download/link/id/MC4xOTU4ODUwMCAxNjYxODAzOTIzMTYwNTU5MzE2NDE1MjQxNDc2/>

Project Management Institute Code of Ethics and Professional Conduct

<https://www.pmi.org/codeofethics>

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Project Management Institute Ethical Decision-Making Framework

<https://www.pmi.org/-/media/pmi/documents/public/pdf/ethics/ethical-decision-making-framework.pdf>

SA 8000

<https://sa-intl.org/programs/sa8000/>

SAI

<http://www.sa-intl.org>

The International Professional Practices Framework

<https://www.theiia.org/en/standards/international-professional-practices-framework/>

Universal Declaration of Human Rights

<https://www.un.org/en/universal-declaration-human-rights/>

United Nations Convention Against Corruption

<http://www.unodc.org/unodc/en/treaties/CAC/>

United Nations Convention the Rights of the Child

<https://www.ohchr.org/en/professionalinterest/pages/crc.aspx>

United Nations Convention on the Elimination of All Forms of Discrimination Against Women

<https://www.ohchr.org/EN/ProfessionalInterest/Pages/CEDAW.aspx>

United Nations Global Compact

www.unglobalcompact.org

United States Federal Acquisition Regulation

www.acquisition.gov/far/

Document History

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