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## MGS Supplier Code of Conduct

MGS Mfg. Group, Inc. ("MGS") including each of its divisions, business units, affiliates and subsidiaries, (collectively, "MGS") is firmly committed to conducting business in a legal, ethical and responsible manner. MGS expects our suppliers to operate in full compliance with all applicable laws, rules and regulations and conduct their business in an ethical manner and act with integrity.

The MGS Supplier Code of Conduct ("Code") sets forth MGS's fundamental ethical and business conduct requirements for its suppliers. This Code is not intended to be an exhaustive list of all requirements to be followed by Supplier, but rather a high-level overview. All references in this Code to "Laws" means all applicable laws, regulations, directives, rules, decrees and government orders in the countries in which Supplier conducts business. This Code applies to all third-party representatives, suppliers, vendors, and subcontractors engaged by MGS to conduct business.

Supplier is responsible for ensuring their directors, officers, employees, agents, representatives, suppliers, subcontractors and other business partners understand, and comply with, the requirements set forth in this Code.

MGS is committed to working with reputable business partners who share our dedication to ethical business conduct and policies.

### **Anti-Bribery/Corruption**

Supplier must compete strictly based on the merits of their products and services. Supplier must never offer, promise, authorize, or provide, directly or indirectly, anything of value (including, without limitation, business gifts or courtesies) with the intent or effect of inducing anyone (including, without limitation, an MGS customer, MGS employee, or higher tier or subtier supplier) to forego their duties and provide unfair business advantage to MGS, Supplier, or others. Accordingly, Supplier will, and will cause its employees, representatives, and subcontractors to, comply with all Laws relating to anti-corruption, anti-money laundering, and the prevention of fraud and other financial crime (including tax evasion and its facilitation), in all of the countries in which any affiliated business or associate of the Supplier provides products or services, directly or indirectly, and any other countries in which Supplier conducts business.

### **Gifts and Gratuities**

Supplier shall not give to or receive from any director, employee, or representative of MGS any gift, entertainment, or other favor of material value, or any commission, fee, or rebate, with the intent or effect of inducing anyone to forego their duties and provide unfair business advantage to MGS, Supplier, or others.

### **Unfair Business Practices**

Supplier must not engage in any illegal anti-competitive conduct or deceptive trade practice for any reason whatsoever, whether on behalf of MGS, Supplier or others. Accordingly, Supplier must never rig bids, fix prices, or provide or exchange customer's, MGS', Supplier's, or others competitively sensitive information (including, without limitation, price, cost, and technical data) with MGS competitors or competitors of Supplier. Supplier must also refrain from abusing their market power, whether for their benefit or for the benefit of others, by refusing to deal fairly, engaging in predatory or discriminatory pricing practices, conditioning the sale or provision of a product or service with that of another product or service, or undertaking similar abusive tactics.

Supplier must not engage in other deceptive or unfair market practices, whether on behalf of MGS, Supplier, or others. Further, Supplier must never make any misrepresentations relating to the products or services of



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MGS, Supplier or others. Similarly, Supplier must never denigrate MGS' competitors or Supplier's competitors, or their products or services.

#### **Conflict of Interest**

Supplier must avoid all conflicts of interest or situations giving the appearance of a conflict of interest when doing business with MGS. Supplier must promptly report to MGS any instances involving actual or apparent conflicts of interest between Supplier's interest and those of MGS such as a direct personal or financial interest in a business decision or vendor selection. Likewise, Supplier shall not, without prior written notification to MGS, enter into any business relationship with any director, employee, or representative of MGS that may create a conflict with their fiduciary obligations to, or the interests of MGS.

#### **Non-Retaliation**

Supplier employees must be free to raise concerns without fear of retaliation in any form, including, without limitation, concerns about workplace safety, forced labor, wage and hour issues, corruption, and any other potential misconduct or violations.

#### **Corporate Misconduct**

Supplier must disclose to MGS any government sanction, embargo, or restriction in any jurisdiction applying to Supplier and/or any of its own supply chains.

#### **Information Security and Records Maintenance**

Supplier must properly protect the confidential, proprietary, and personal information it handles or otherwise processes by implementing appropriate technical and organizational measures to ensure a level of security appropriate to prevent, including, without limitation, accidental, unauthorized or unlawful destruction, loss, alteration, disclosure of, or access to such information (a "Data Breach"). Supplier must only engage other suppliers and subcontractors who ensure the same level of technical and organizational security.

Supplier must, without undue delay, notify MGS if it has experienced or reasonably suspects a Data Breach of any information handled or otherwise processed by Supplier on behalf of MGS or MGS' clients or customers, regardless of Supplier's assessment of the impact or risk of such breach. Supplier must make available to MGS, its clients or customers, all information reasonably requested to assist in the investigation and remediation of such breach and ensure compliance with all obligations under applicable law.

Suppliers are expected to create and maintain complete and accurate records to ensure accountability, and not alter or omit any record to conceal or misrepresent the information, event or transaction documented. Records must be retained and deleted in accordance with applicable law.

#### **Data Privacy**

Supplier must comply with all applicable data protection, privacy and information security laws and regulations (collectively, "Data Protection Laws") including, without limitation, such laws pertaining to the information processed on behalf of MGS, MGS customers, MGS employees or other suppliers, and shall not render any service in a manner that causes MGS to violate applicable Data Protection Laws.

Supplier must promptly notify MGS if Supplier has reason to believe that laws or regulations applicable to Supplier in the countries in which it operates or renders services (whether existing or as a result of changes to existing law) either prevent Supplier from, or likely have a substantial adverse effect on Supplier complying with, applicable Data Protection Laws or the terms of Supplier's contract with MGS.

### **Labor and Human Rights**

Supplier must follow all applicable Laws in the countries in which it operates, and be committed to the value of, and respect for all people. Supplier is responsible for respecting all internationally recognized human rights in its operations. The standards set forth in this Code apply to all workers, including, without limitation, temporary, migrant, student, contract, direct employees, and any other type of worker of Supplier. For further information please refer to the MGS Global Human Rights Policy Statement.

- **Child Labor.** Supplier will not employ child workers younger than the minimum age of employment permitted by the law of the country or countries in which the work takes place. Work must not be mentally, physically, socially or morally dangerous or interfere with their education.
- **Human Trafficking, Slavery, and the Right to Voluntary Labor.** Supplier will respect the free choice of all persons and strictly prohibit forced, compulsory, or prison labor for any employees. Supplier will not do business with, tolerate, or associate with organizations or entities that condone or are engaged in the practice of coercing or imposing work with little or no freedom of choice.
- **Freedom Against Prejudice and Discrimination.** Supplier will ensure that its workplace promotes respect for all individuals, and without limitation, is free of harassment and discrimination based on a person's status such as race, color, age, gender, gender identity or expression, sexual orientation or identity, marital status, language, background, religion, health status, pregnancy, political or other opinions, disability, national or social origin/birth or other characteristics protected by Law.
- **Working Hours and Wages.** Supplier will comply with the provisions of all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits.
- **Prohibition on charging Workers for employment.** Supplier should not charge any recruitment or other related fees to workers for employment. If any such fees are found to have been charged by the supplier to workers, such fees shall be repaid to the workers immediately.
- **Freedom of Association.** Supplier will respect the rights of employees and comply with all Laws concerning freedom of association and collective bargaining.
- **Health and Safety.** Supplier shall provide a safe and healthy work environment, including any company-provided living quarters, and comply with all applicable health and safety laws and regulations in which it does business.
- **Commitment to Responsible Sourcing.** Suppliers will be committed to sourcing goods and services for MGS in alignment with all the principles and standards laid out in this Code. Suppliers should give exceptional emphasis to sourcing with the same fundamental support of human rights, labor, health and safety, environment and ethics as set forth in this Code. This commitment also applies to responsible sourcing of minerals, including conflict minerals. Suppliers must take steps to determine if their products contain conflict minerals (including tin, tantalum, gold and tungsten) and, if so, implement supply chain processes to identify the sources of these minerals and 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.

**Environment and Sustainability**

Supplier shall comply with all applicable environmental laws and regulations in which it does business and shall follow all requirements under MGS environmental management systems. We encourage our suppliers to operate in an environmentally responsible and efficient manner to minimize adverse impacts on the environment.

**Management Systems**

Supplier is encouraged to facilitate continuous improvement and compliance with the expectations of these principles by using management systems to maintain business continuity within the expectation of this Code.

**Compliance Verification**

MGS does not assume any duty to monitor or ensure compliance with this Code. Supplier will nonetheless permit MGS and/or its representatives to assess Supplier's compliance with the expectations set forth in this Code when rendering services or furnishing products for MGS. Such assessments may include, without limitation, routine evaluations and onsite assessments. Supplier will also cooperate with MGS in such assessments, and Supplier will promptly correct any non-conformance identified during such assessments.

**Reporting**

Supplier will promptly notify MGS in writing of any known or suspected violation of this Code, including, without limitation, illegal activities or human rights abuses through [integritycounts.ca/org/mgs](https://integritycounts.ca/org/mgs). If you have questions about whether a certain activity is permitted, you should raise to the MGS employee with whom you work. You can also visit our Ethics and Compliance helpline to voice concerns about a potential violation of MGS' Code of Conduct or Supplier Code of Conduct.

We take appropriate measures to prevent retaliation against persons who make good faith reports. MGS does not tolerate retaliation for reporting inappropriate conduct, preventing unlawful practices, or participating in an investigation.

**General Terms**

If this Code conflicts with the terms of any Supplier contract with MGS, and the contract term is more restrictive than this Code, the Supplier must comply with the more restrictive term of the contract.

For questions or concerns about this Code, including its application to specific circumstances in connection with your organization's performance of goods or services to MGS, or to report any suspected violations of this Code, please contact your MGS representative.

*MGS is committed to continuously reviewing and updating its policies and procedures to reflect best practices and current laws and regulations in our industry and the countries we do business in; therefore this Supplier Code of Conduct is subject to modification. The latest version of this Code is available on the Company's website, ([www.mgsmfg.com](http://www.mgsmfg.com)).*