

# Archer Partner and Supplier Code of Conduct

How We Win

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## 1. Applicability & Scope

Archer is committed to responsible business practices and to high standards of ethical behavior. This includes holding all our partners, suppliers, and contractors to high standards of excellence as defined in governing laws, recognized international standards and conventions, and global best practices. All partners and suppliers are expected to mirror Archer's high ethical standards in how you run your business, how you go to market and how you treat others. You are expected to maintain a culture that embraces diversity, inclusion, and respects cultural differences, while operating at the highest level of integrity and accountability.

## 2. Archer's Values Expectations

Complying with the Archer Partner and Supplier Code of Conduct ("Code") is a condition of doing business with Archer. Failure to do so could subject both Archer and you to civil and criminal penalties, jeopardize your relationship with Archer, and potentially subject you to legal actions by Archer. This Code is applicable to Archer's partners and suppliers, including its distributors and resellers, and contractors and their permanent and temporary employees, independent contractors, suppliers, agents, and downstream suppliers collectively, ("Partners" or "Suppliers" or "you").

## 3. Implementation of Code

All Partners and Suppliers are required to have effective policies, documentation, and controls that, at a minimum, incorporate the requirements contained in this Code and the laws and regulations applicable to your business. It is your responsibility to ensure that your permanent and temporary employees, independent contractors, suppliers, agents and downstream partners and suppliers and others as appropriate are aware of and agree to conduct Archer business in accordance with applicable laws, regulations, and this Code.

### Ensuring Suitability

Archer conducts appropriate risk-based due diligence on all Partners and Suppliers during the initiation of the relationship, as well as throughout the term of our relationship. Partners and Suppliers must comply with Archer's due diligence procedures and provide complete, accurate, and timely information where requested to facilitate such efforts. Such due diligence processes and procedures may also extend to Archer conducting assessments of its suppliers and partners at periodic intervals throughout the relationship.

In addition, Partners and Suppliers must complete all assigned training (where applicable), provide periodic certifications of Partners or Suppliers' compliance with relevant laws and this Code, and perform any other requested mitigation activities, in a form, manner and timeframe acceptable to Archer.

To the extent you are or become aware of any ongoing or past investigation, inquiry or enforcement proceeding by any governmental, administrative, or regulatory body regarding any offense or alleged offense involving fraud, bribery, corruption, trade violations, anti-trust, or other business misconduct or violation of laws, you agree to immediately notify Archer.

Partners and Suppliers agree to provide reasonable assistance to Archer and its authorized representatives for the purposes of ensuring your compliance with the Code, applicable laws, or to support an inquiry or investigation of a suspected violation of law.

## 4. Compliance with Laws and Regulations & Business Practices

### Comply with Anti-Corruption Laws

Archer does not tolerate bribes, kickbacks or extortion of any kind. Business decisions involving Archer shall always be made based on the merits of Archer products and services. Partners and Suppliers must comply with all relevant anti-bribery, anti-kickback, and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and those in effect in jurisdictions where you act or purchase, market, sell, distribute, or deliver Archer products or services (“Anti-Corruption Laws”).

Partners and Suppliers must never offer, promise, request, authorize or accept a bribe, directly or through a third party, for any reason. A bribe can be anything of value, including cash payments, gifts, travel or lodging expenses, charitable donations, event sponsorships, meals, entertainment, or job opportunities, that is intended to improperly induce, influence, secure, or reward a decision or act of the recipient to promote the business interests of Archer.

Partners and Suppliers must maintain and enforce reasonably adequate policies, procedures, and internal controls to ensure compliance with the Anti-Corruption Laws, and Partners and Suppliers agree to fully cooperate with Archer in the evaluation of program effectiveness.

Partners and Suppliers must conduct appropriate risk-based due diligence on any third party that Suppliers may contract, oversee, manage, transact with, direct, or otherwise engage in the context of Archer business, and to utilize such third parties only when necessary. Do not work with any individual or entity that engages in, or is suspected of engaging in, bribes, kickbacks, fraud, or other improper activities.

### Provide Gifts & Hospitality Responsibly

All gifts, meals, travel, or entertainment offered or provided by Partners and Suppliers must comply with Anti-Corruption Laws in addition to local laws, rules, and regulations.

Gifts or hospitality shall never be offered or provided under circumstances that create the appearance of impropriety.

Partners and Suppliers are prohibited from offering or providing gifts greater than 100 USD or lavish hospitality to Archer team members.

### Uphold Financial Integrity and Accurate Record Keeping

Partners and Suppliers must maintain, and provide upon request, proper, accurate, and complete financial and business records to Archer relating to any transactions or expenditures relevant to any Archer business. Partners and Suppliers are prohibited from “parking funds”, creating “slush funds,” or engaging in similar improper or false accounting practices.

### Comply with Anti-Trust and Competition Laws

Archer is committed to observing the applicable antitrust or competition laws (“Competition Laws”) of all countries in which it conducts business and expects you to share that commitment. Competition Laws prohibit actions which are deemed to unreasonably restrain trade, such as fixing prices or allocating customers. The penalties for failing to comply with these laws can be severe and include significant fines and possible jail time for certain infractions.

Competition Laws prohibit the following, and therefore, Partners and Suppliers must never:

- Unlawfully fix, adjust, or control prices.
- Structure or orchestrate bids to direct business to a certain competitor.
- Boycott suppliers or customers.
- Divide or allocate markets or customers amongst suppliers or other competitors.
- Engage in bid-rigging, bid rotation or other collusion.
- Limit the product or sale of products or product lines.
- Engage in any discussions or activities that unfairly restrain competition; or
- (For Partners) Force a customer to buy only Archer products or less popular Archer products (if they want to buy more popular products).

### Comply with Trade Compliance Laws and Regulations

Archer conducts its global business in strict compliance with applicable economic, financial, and trade sanctions and import and export control laws and regulations throughout the world. You must do the same when engaging in business with Archer and its products, software, technology, and services. Violation of these laws and regulations may also result in serious fines, penalties and imprisonment and may limit your ability to continue to export products.

Archer presumes that all of its products, software, technology and services, and SaaS solutions are subject to U.S. export control requirements, in addition to any other applicable countries’ requirements. In compliance with such requirements, you are expected to:

- Understand and comply with U.S. export laws, regulations and sanctions and any other applicable laws and regulations where you do business;
- Know your customer and the end user and ensure those parties are not on a restricted party list (including, but not limited to, the U.S. Office of Foreign Assets Controls (“OFAC”) list of Specifically Designated Nationals and Blocked Persons, the U.S. Bureau of Industry and Security (“BIS”) Entity List and any other list of prohibited, sanctioned, debarred or denied

parties). The U.S. sanctions programs vary in scope and may change. Note: a prohibited country's embassy or consulate, regardless of its location (e.g. the Iranian consulate in Brazil), is considered to be a part of the prohibited country;

- Spot red flags related to the place, purpose, product and people involved in the transaction;
- Obtain any licenses or other government authorizations that may be required with respect to the use, transfer, import, export, or re-export of Archer products, software, technology, or services.
- Have policies and controls in place to comply with applicable export control laws and regulations (including screening customers against restricted party lists, as applicable)
- Not cooperate with any restrictive trade practice or boycott that is prohibited or penalized under U.S. or applicable local laws.

### Observe Sustainable Business Practices

You are required to conduct your business in ways that are environmentally responsible and in compliance with all applicable environmental laws and regulations. You shall comply with all applicable laws, regulations, and industry standards that apply to You in offering your products and / or services to your customers. This shall include, but is not limited to all, Labor, Privacy, Trade Compliance, Ethical standards, Environmental and Sustainability laws, regulations, and standards that apply to You. You shall have appropriate measures, as you deem necessary, in place to ensure you meets industry standards relating to advancing Environmental, Social, and Governance goals.

### Uphold Human Rights, Labor Laws, and Labor Practices

You are required to uphold the basic human rights of individuals and workers within your company and your supply chain. This means you must comply with:

- Health and Safety Regulations;
- Laws upholding the rights of persons with disabilities;
- Domestic and international labor laws;
- Fair labor practices; and
- Human trafficking laws.

You must never use forced, debt-bonded, indentured, or child labor. The term "child" refers to any person employed under (a) the minimum age for employment under the applicable law, or (b) the age of 14, whichever is greatest. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported.

You must also never discriminate on the basis of race, color, religion, creed, gender (including pregnancy), sexual orientation, marital status, gender identity or expression, national origin and

ancestry, genetics, citizenship status when otherwise legally able to work, age, disability (including HIV), veteran status, or any other characteristic protected by applicable law.

Partners are also expected to take all reasonable steps to ensure that you are not selling Archer products, software technology or services to anyone who intends to misuse those products to violate the basic human rights of others.

Archer expects that its Suppliers treat everyone — team members, customers, business partners and other stakeholders — with dignity and respect. All parties must be able to do their jobs in a safe and respectful environment without the distractions and disruptions caused by offensive, unprofessional or inappropriate behaviour in the workplace.

Harassment can include actions, language, written materials or objects that are directed or used in a way that undermines or interferes with a person's work performance, or creates an intimidating, hostile or offensive work environment. All such forms of harassing conduct are prohibited at Archer, including without limitation:

- unwanted sexual advances, invitations or comments;
- visual displays such as derogatory or sexually-oriented pictures or gestures;
- physical conduct including assault or unwanted touching; or
- threats or demands to submit to sexual requests as a condition of employment or to avoid negative consequences.

### Supplier Diversity

Archer believes an ethical, diverse supply chain is a vital part of our business. Each Supplier must meet the following diversity requirements: (1) comply with any applicable law and regulation targeted towards suppliers to governmental entities; (2) use reasonable efforts to engage minority-owned businesses, women-owned businesses, and LGBT-owned businesses if Supplier engages subcontractors to provide any deliverables or to support the Supplier's overall business operations; (3) use commercially reasonable efforts to engage small businesses as defined by the United States Small Business Administration (including small business subcategories such as small disadvantaged businesses, small women-owned businesses, veteran-owned businesses, service disabled veteran-owned businesses and HUB zone businesses) if Supplier engages subcontractors in the United States to provide any deliverables or to support the Supplier's general business operations; (4) maintain accurate records of Supplier's efforts under this provision; and (5) report to Archer, on Archer's request, Supplier's spend with minority-owned businesses, women-owned businesses, small businesses, and LGBT-owned businesses

### Follow Privacy and Data Protection Laws

Archer expects that its Partners and Suppliers understand, track, and comply with all laws and regulations related to privacy and data protection that are relevant to their actions as an Archer Partners or Supplier. Among other things, this means that you should access, collect, use,

share, transfer or store the personal information of others only when specifically authorized, only as necessary for legitimate business purposes, and only collect personal information of others with appropriate notices of the purposes for which that personal information will be used.

You must meet the limitation of use requirements set forth in your applicable agreement for any personal data you receive from Archer. As also required in your agreement, Archer expects you to implement appropriate safeguards to ensure the protection, integrity, and security of personal information in accordance with applicable data privacy laws. This includes holding accountable your subcontractors that handle personal data to at least the same requirements imposed upon you. Archer also expects you to notify Archer promptly according to the terms of your agreement should a suspected or actual breach of data security occur with respect to personal data you have received from Archer or collected on behalf or for the benefit of Archer.

### Protect Confidential and Proprietary Information

Archer competes fairly, and it expects you to do the same. You may use any publicly available information about Archer competitors or other companies, but you may not unlawfully acquire or misuse the trade secrets or other confidential information of another third party in connection with your work with or for Archer. Any taking, downloading or other prohibited use of information that Archer considers confidential or proprietary constitutes theft of Archer property and may be deemed to be a misappropriation of Archer trade secrets. This includes, but is not limited to, source code, software, hardware, and other inventions or developments (regardless of the stage of development) developed or licensed by or for Archer, marketing and sales plans, competitive analyses, product development plans, non-public pricing, potential contracts or acquisitions, business and financial plans or forecasts, internal business processes and practices, and prospects, customers, and employee information.

Additionally, you must take steps to prevent the disclosure of Archer confidential or proprietary information that you are authorized to use. Do not transfer, publish, use, or disclose that information other than as necessary in the ordinary course of business or as directed or authorized in writing by Archer. Inform Archer of any improper attempts by outsiders to obtain Archer confidential or proprietary information.

### Avoid Conflicts of Interest

Any circumstance in which your ability to act objectively is compromised is considered a conflict of interest. Since Archer wishes to maintain a partnership free of conflicts of interest, we ask that, should such a situation arise between our companies or any of our employees, you report all pertinent details to Archer. Conflicts of interest include, but are not limited to, close personal or family relationships or the giving or receiving of lavish business courtesies.

### Know Your Contract with Archer

Your contract is the only approved vehicle for Archer and you to express the terms and conditions that will apply to this relationship. It's important that everyone at your company, who

is working on the Archer account, be aware of the contents of your contract, including limitations of use set forth in the contract regarding any personal data you receive from Archer.

A side letter is a term used to describe a non-contractual understanding that was not properly approved or executed. Side agreements, whether oral or written, are prohibited. Archer will not honor and is not obligated by side letters that have not been properly authorized.

### Federal Acquisition Regulations

If Archer is providing Supplier's products or services under a United States government prime contract or subcontract, Supplier shall comply with the following provisions of the Federal Acquisition Regulations, published in Title 48 of the United States Code of Federal Regulations (CFR) at 52.244-6: 52.203-13, Contractor Code of Business Ethics and Conduct; 52.219-8, Utilization of Small Business Concerns; 52.222-26, Equal Opportunity; 52.222-35, Equal Opportunity for Veterans; 52.222-36, Affirmative Action for Workers with Disabilities; 52.222-40, Notification of Employee Rights Under the National Labor Relations Act; 52.222-50, Combating Trafficking in Persons; 52.232-40, Providing Accelerated Payments to Small Business Subcontractors and 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels. Supplier shall also comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Supplier also shall comply with the provisions of 48 CFR 52.204-21 and 48 CFR 252.204-7012 if: (i) Supplier's performance involves access to "Federal contract information" or "covered defense information" (as those terms as defined in 48 CFR 52.204(a) and 48 CFR 252.204-7012(a), respectively); and (ii) Supplier is providing other than Commercial Off-The-Shelf items.

### Environment, Health and Safety

We expect Suppliers to perform their work in full compliance with all applicable health, safety and environmental laws and regulations and Archer global and local Environmental Health & Safety (EHS) requirements. This requirement applies whether you are working at an Archer site, a customer site or a remote location. In addition, you must complete all EHS training as may be required.

Additionally, alcohol, illegal drugs and controlled substances can adversely affect safety, productivity, attitude, reliability and judgment. With the exception of lawful, moderate and prudent alcohol consumption during legitimate business entertainment, Suppliers are prohibited from consuming or being under the influence of alcohol, or possessing, distributing or being under

## 5. Reporting Suspected Violations

If you know or suspect of a violation of applicable laws or regulations or this Code, you are encouraged to report as follows:



- Contact Archer Legal Team, or anonymously report in accordance with the below instructions
- [Detailed instructions here](#)
- Web: [www.lighthouse-services.com/archerirm](http://www.lighthouse-services.com/archerirm)
- E-mail: [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com) (You must include company name with report)
- For matters involving personal information, contact Archer's Privacy team at [privacy@archerirm.com](mailto:privacy@archerirm.com)

Any reported violation will be kept confidential to the maximum extent allowed under applicable laws. Such reports may be made anonymously, where local law permits, by using any of the methods set forth above. Although reports of violations or suspected violations under this Code may be made verbally, you are encouraged to make any such reports in writing, which assists the investigation process.

Archer will not retaliate against anyone who provides information or otherwise assists in an investigation or proceeding regarding any conduct the person reasonably believes constitutes a violation of applicable laws or regulations or this Code.

Partners and Suppliers are expected, consistent with applicable laws and contractual obligations, to provide reasonable assistance to any investigation by Archer of a violation of this Code or applicable laws and allow Archer reasonable access to all facilities, records and documentation concerning their compliance with this Code and laws applicable to their sale and distribution of Archer products and services.