

Dedrone Holdings, Inc.

Code of Conduct and Ethics

Overview

At Dedrone Holdings, Inc. and its subsidiaries and affiliates (the “Company” or “Dedrone”), we hold ourselves and our employees to the highest standards of lawful and ethical conduct. We are committed to acting with integrity in everything that we do. This Code of Conduct and Ethics (the “Code”) embodies that commitment by serving as a guide as to how we – together as a company and individually as representatives of the Company – should conduct ourselves.

We do not have a rule for everything, but we hope that this Code of Conduct helps all of us stay on the right path, consistent with the following principles:

- ☐ *Act with integrity*
- ☐ *Avoid conflicts of interest*
- ☐ *Comply with legal obligations*
- ☐ *Respect others*
- ☐ *Protect and respect Company confidential information, intellectual property, and property*
- ☐ *Compete fairly, honestly, and ethically*

These principles are reflected in greater detail throughout the Code. While the Code provides general – and in some cases specific – guidance on how to act with integrity, the Code is not an exhaustive resource regarding whether or not particular conduct is permitted at the Company. Each of us is responsible for reading and understanding the Code, asking questions (before taking action, not after) to understand the Code and the propriety of our conduct, using sound judgment to follow both the letter and spirit of the Code, and for encouraging others to do the same.

Who Must Follow the Code?

All directors, officers, and employees of the Company, as well as independent contractors and consultants who conduct business on Dedrone’s behalf, must follow this Code. This Code extends to all work-related activities regardless of when, where, or how they are performed. This includes when you are traveling on business, when you are representing the Company at any event or function, when you are working from home, or when you are working online or using social media.

An even higher level of responsibility falls on managers and other leaders within the Company. If you hold a management position, it is your duty to set a strong example for other employees, especially your direct reports. Lead with integrity. Foster an open-door environment where people feel comfortable and validated in discussing their concerns.

How Do I Follow the Code?

We understand that applying the Code to a complicated situation can be challenging. If you are unsure about the propriety of a particular course of conduct, you should ask yourself:

- ☐ *Do you have question about whether this would be legal? Ethical?*
- ☐ *Will it reflect well on the Company? On me?*
- ☐ *How would other Company employees, family and friends react if they read about it in a newspaper or on social media?*

A negative response to any of these questions indicates you should consider a different course of conduct. However, there can of course be complex situations where the right course of conduct is not obvious. In these situations, you should seek help from your manager and/or Company leadership. Collaboration fosters integrity and ethical behavior much better than confusion.

If a colleague approaches you with a question or concern about the Code, you must take it seriously, consider each scenario carefully, answer what you can comfortably answer, and seek help as necessary. Also, if a “higher-up” at the Company directs you to do something that you believe is inconsistent with the Code or Company values, you have an obligation to ask questions and/or share your concerns with that person, and, if still unresolved, to speak up to others at the Company.

Legal Compliance

You must comply with all laws, rules and regulations that apply to the Company and use good judgment and common sense in seeking to do so. You must ask for advice when you are uncertain about laws that apply to the Company and how to comply with them. Reasons such as “everyone does it” are unacceptable excuses for violating this requirement.

If you become aware of the violation of any law, rule or regulation by the Company, whether by its employees, officers, directors, or any third party doing business on behalf of the Company, you must act responsibly to promptly report the matter to a manager or to the Company’s CEO, CFO or General Counsel. While it is the Company’s desire to address matters internally, nothing in this Code prohibits anyone from reporting any illegal activity, including any violation of the securities laws, antitrust laws, environmental laws or any other federal, state or foreign law, rule or regulation, to the appropriate regulatory authority. You must not discharge, demote, suspend, threaten, harass or in any other manner discriminate or retaliate against another employee because he or she reports any such violation. However, if the report was made with knowledge that it was false, the Company may take appropriate disciplinary action up to and including termination.

Compliance with Company Policies

You must familiarize yourself with and comply with the Company’s policies and rules in effect from time to time, including the policies set forth in any Company employee handbook and any other separate policies we have, such as our Anti-Corruption Policy.

Conflicts of Interest

We must all avoid conflicts of interest or even the appearance of a conflict of interest. A conflict of interest occurs when your own personal interests interfere with the Company's business interests. A conflict of interest can arise whenever you take action (or deliberate inaction) or have an interest that prevents you from performing your duties and responsibilities for the Company honestly, objectively and effectively.

The most common situations that can lead to a conflict of interest include: (1) relatives and friends, (2) outside employment, (3) gifts and entertainment, (4) business opportunities, and (5) investments. Below, we provide more guidance as to each of these five situations. The basic rule of thumb is the same for these five situations and other potential conflicts of interest: do not enter into a situation that could be perceived to cloud your judgment or decision-making as an employee of the Company. If faced with a potential conflict and needing more guidance, consult with our CEO, CFO or General Counsel.

- (1) Relatives and Friends: Avoid participating in a potential or existing business relationship involving your relatives or close friends. For example, this would include working with a business partner associated with your relative or close friend or being the hiring manager for a position for which a relative or close friend is being considered. Note, just because a relative or close friend works at the Company or becomes a Company competitor or business partner does not mean there is a conflict of interest, but a conflict may arise if you are also involved in that the Company business relationship. Consult our CFO or General Counsel if you have any questions.
- (2) Outside Employment: You must request permission from the Company before accepting employment outside the Company. In addition, avoid accepting employment, including any advisory roles or board seats, with Company competitors or business partners when your judgment could be, or could appear to be, influenced in a way that could harm the Company. For example, avoid consulting for a competitor company in the same or substantially similar role concurrent with your employment by the Company.
- (3) Gifts and Entertainment: The Company has a strict prohibition against bribery, which has a broad definition and concerns regarding it may arise in various situations. You are neither permitted to offer nor to accept items of value that are intended to influence decision-making. Because this is extremely important, we have a more detailed policy on this subject, our Dedrone Holdings, Inc. Anti-Corruption Policy. As mentioned in our Anti-Corruption Policy, if you have any questions, please consult Dedrone's CFO or General Counsel. When in doubt, please seek guidance.
- (4) Business Opportunities: Except as otherwise agreed to in writing by the Company, business opportunities discovered through your work here belong first to the Company.
- (5) Investments: Avoid making personal investments in companies that are the Company's competitors or business partners when the investment might cause, or appear to cause, you to act in a way that could harm the Company.

Anti-Fraud

It is the Company's policy to facilitate the development of controls that will aid in the detection and prevention of fraud by Company personnel or against Company. It is the intent of Company to promote consistent organizational behavior by providing guidelines.

Fraud can be defined as: "Any illegal acts characterized by deceit, concealment, or violation of trust. These acts are not dependent upon the application or threat of violence or of physical force. Fraud is perpetrated by parties and organizations to obtain money, property, or services; to avoid payment or loss of services; or to secure personal or business advantage."

Fraud may involve:

- falsification or alteration of accounting records,
- misappropriation of assets or theft,
- suppression or omission of the effects of transactions from records or recording of transactions without substance,
- intentional misapplication of accounting policies or willful misrepresentation of transactions or of the entity's state of affairs,
- misapplying corporate or bank funds

Fraud may also involve manipulation of information system applications and data for personal advantage.

The management personnel of the Company constitute the front line of monitoring and preventing fraud. Managers are responsible to monitor business activities of employees and be aware of and alert to potential signs of fraud. Management is accountable to "set the tone at the top," identify risks to which the operations and the systems are exposed, and follow up systematically with respect to any allegations of fraud. All Company personnel are responsible to act at all times with the highest degree of honesty, integrity, accountability, and propriety and should conduct their duties in a manner that safeguards the Company's resources and assets.

Company personnel should be alert to the possibility that unusual events or transactions could be symptoms of fraud or attempted fraud. Proven fraud or suspected fraud which comes to light, whether perpetrated by Company personnel or by persons external to the organization, should be referred to the appropriate authorities, internally or externally, at the earliest possible opportunity.

Any allegations of fraud, theft or other irregularity should be reported to the Company's CEO, CFO or General Counsel, who will undertake any further investigation. All allegations reported are treated as confidential.

The Company's CFO and General Counsel are responsible to retain any relevant records, examine the allegations, and plan the investigation and deterrence of fraud. Deterrence of fraud lies with management. The Company's CEO, CFO and General Counsel are responsible to secure the anonymity and prevent the harassment or discrimination of the people that make such allegations.

The results of the investigation should be reported directly to the CEO, CFO and General Counsel, who will determine to whom the results should be communicated. Upon conclusion of the investigation, an action plan should be agreed upon and implemented.

All records and reports of the investigation process should be under the custody of the Company's CFO or General Counsel, retained in a safe place with restricted access.

Anti-Bribery and Corruption

We strictly prohibit giving, offering, authorizing or taking bribes in any circumstance. This includes bribery of private individuals, as well as bribery of government officials. Such actions are unethical and, in many cases, illegal. This subject is covered in detail in our separate policy on this subject which also applies to you, our Dedrone Holdings, Inc. Anti-Corruption Policy, so please review that policy and, as always, seek guidance if you have any questions.

Confidentiality and Media Communications

Confidential and proprietary information is an important tool in our business. While you have already signed an agreement that includes confidentiality obligations, we want to remind you that it is your responsibility to treat all information, whether it is a personal conversation or a sensitive document, with care and caution. We have built and we maintain a workplace centered on trust, which encourages open communication among our team.

In your role at the Company, it is likely that you will and/or will continue to be entrusted with confidentiality and proprietary information about the Company, including information with respect to the Company's business plans and strategy, marketing, financial records or projections, vendors and/or business partners. You are required to maintain the confidentiality of such information that is entrusted to you by the Company or others, including our suppliers and business partners, except when disclosure is authorized by a manager or legally permitted in connection with reporting illegal activity to the appropriate regulatory authority. You should not discuss confidential Company matters or developments with anyone, even family and friends, other than employees of the Company who have a legitimate need to know the information as part of their job duties, or otherwise with written approval of the Company. This information should also **not** be shared on blogs, personal websites, bulletin boards or social media. Confidential information is often inadvertently disclosed in casual or social conversations, or in an innocent post on social media, and it's important to avoid such disclosures.

Third parties may ask you for information concerning the Company, its business operations, personnel, or its projects. Subject to the exceptions noted in the preceding paragraph, you must not discuss confidential or proprietary information with, or disseminate such information to, anyone outside the Company, except as required in the performance of their duties for the Company and, if appropriate, after a confidentiality agreement is in place. This prohibition applies particularly to inquiries concerning the Company from the media. All responses to inquiries on behalf of the Company must be made only by the Company's authorized spokespersons, such as our CEO and CFO. If you receive any inquiries of this nature, you should decline to comment and refer the inquirer to one of the Company's authorized spokespersons. All of your confidentiality obligations under this section of the Code extend beyond your employment with the Company.

You also must abide by any lawful obligations that you have to any former employer. These obligations may include restrictions on the use and disclosure of proprietary information and restrictions on the solicitation of former colleagues to work at the Company.

Intellectual Property

Our intellectual property, including material protected by copyright, trade and service marks, patents and trade secrets, is created through significant investment made by the Company, our employees and other companies and individuals. The Company is committed to protecting our own intellectual property and respecting the intellectual property rights of others.

To protect intellectual property, you must follow these rules at all times:

- ☐ Do not acquire the trade secrets or proprietary or confidential information of others through unlawful or inappropriate means, such as theft, trespass, solicitation of leaks or breach of a nondisclosure agreement.
- ☐ Do not use the Company's assets to reproduce or distribute others' intellectual property without their prior authorization, or beyond the extent otherwise permitted by a license or the law. For example, do not use the copyrighted material or other intellectual property of others without first ensuring that we are permitted to do so.

Fair Competition

Sharing propriety and confidential language with a competitor violates the preceding section (and your confidentiality obligations that you agreed to when you started at the Company). It can also raise legal concerns with respect to antitrust and fair competition laws. Violating these laws can have severe consequences for you and the Company. To avoid these legal concerns or the appearance of impropriety, here are a few examples of types of conduct **to avoid**:

- ☐ Exchanging pricing information or other sensitive business information with competitors;
- ☐ Agreeing or conspiring with competitors to set rates or other key business terms; or
- ☐ Agreeing or conspiring with competitors to exclude other competitors from the market.

Respecting Others

You must strive to treat all others with respect. This emphasis on respect for others has always been paramount to the Company, and is reflected throughout our policies (including in the Company's policies against harassment and discrimination). This commitment extends not only to fellow Company employees that you work with in the office, but also employees across the country at another Company office or elsewhere, the Company's suppliers, competitors, industry professionals and members of the community.

Honest and Ethical Conduct and Fair Dealing

Statements regarding the Company's projects and products must not be untrue, misleading, deceptive or fraudulent. You must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, or misrepresentation of material facts. We hope that you will contribute toward the Company being a successful and profitable enterprise, but it is not acceptable to compromise our integrity and honesty in order to do so.

Protection and Proper Use of Corporate Assets

You should seek to protect the Company's property and assets, including its proprietary and confidential information. Theft, carelessness and waste have a direct impact on the Company's financial performance. You must use the Company's assets and services solely for legitimate business purposes of the Company and not for any personal benefit or the personal benefit of anyone else.

You must advance the Company's legitimate interests when the opportunity to do so arises. You must not take for yourself personal opportunities that are discovered through your position with the Company or the use of the Company's property or information.

This commitment to protecting the Company's assets applies to all aspects of your job. One area where you must be particularly mindful of the Company's resources is with expenses, and business travel. Business travel can be an important and necessary part of how we do business and build relationships. When booking business travel, it is important to ask yourself whether legitimate business needs warrant the travel. As is emphasized in the conflict of interest part of the Code, when it comes to business travel, you must prioritize the interests of the Company over your own personal interests. You are expected to use common sense and sound judgment, and also to comply with the Company's policies regarding business travel and expense reimbursement.

Accurate Record Keeping

You must accurately document and record all expenditures on behalf of the Company. An inability to trace funds may lead to investigations and, in some cases, can itself be a violation of law.

Waivers of the Code

While most of the policies contained in this Code must be strictly adhered to and no exceptions will be allowed, in certain limited cases exceptions may be appropriate. If you believe that a waiver of any of these policies is appropriate, you should first contact your manager. If the manager agrees that a waiver is appropriate, the approval of Dedrone Holdings, Inc.'s CEO, CFO or General Counsel must be obtained.

Reporting Concerns

It is the responsibility of each Company employee to report immediately any and all suspected violations of this Code, applicable laws, or other irregularities. You may report any concerns or suspected violations in the following manner:

- (1) Manager: You are encouraged to discuss any concerns with your manager first, since he or she will often be in the best position to resolve the issue quickly.
- (2) Other Manager: If you have any concern that you feel you cannot raise with your manager or feel has not been addressed, please contact any other manager that you might reasonably expect to be in a position to address your concerns.
- (3) CEO, CFO or General Counsel: You may also discuss any concerns regarding this Code with the Company's CEO, CFO or General Counsel..

The Company will investigate reported concerns or suspected violations promptly and thoroughly. All employees are required to cooperate in investigations in an honest and collaborative manner. The Company will protect the confidentiality of those involved to the maximum extent possible consistent with the law and the interests of conducting a thorough investigation (but it is important to note that the Company cannot promise absolute confidentiality).

No Retaliation

The Company will not retaliate or tolerate retaliation against any employee who reports in good faith a potential violation of this Code or applicable laws, even if an investigation eventually determines that no violation occurred. Additionally, the Company will not retaliate or tolerate retaliation against those who cooperate in an investigation. Any concerns about retaliation should be directed to the Company's CFO or General Counsel.

Policy on Combating Trafficking in Persons and Anti-Slavery (US)

1. Policy

The Company has implemented the policy of the United States Government regarding trafficking in persons.

Consistent with FAR subpart 22.17 and clause 52.222-50 and the policy of the United States Government regarding trafficking in persons and the trafficking-related activities described in this policy, the Company and its employees, contractors, or agents are strictly prohibited from the following acts, whether or not in connection with the performance of FMI's U.S. government contracts:

- A. Engaging in activities constituting "severe forms of trafficking in persons" as defined in this policy;
- B. Procuring commercial sex acts;
- C. Using forced labor;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to his or her identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

F. Charging recruitment fees to employees or prospective employees;

G. Failing to provide return transportation or pay for the cost of return transportation upon the end of employment— (1) for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or (2) for an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); however, for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons, the Company shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. The requirements of this paragraph shall not apply to an employee who is— (1) legally permitted to remain in the country of employment and who chooses to do so; or (2) exempted by an authorized official of a U.S. government contracting agency from the requirement to provide return transportation or pay for the cost of return transportation.

H. Providing or arranging housing that fails to meet the host country housing and safety standards; or

I. If required by law or contract, failing to provide an employment contract, recruitment agreement, or other required work document in writing in a language the employee understands and shall include but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating.

2. Definitions

As used in this policy:

A. “Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

B. “Coercion” means— (1) threats of serious harm to or physical restraint against any person; (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (3) the abuse or threatened abuse of the legal process.

C. “Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

D. “Commercially available off-the-shelf (COTS) item” means— (1) any item of supply (including construction material) that is—(i) a commercial item (as defined in paragraph (1) of the definition at FAR 2.101); (ii) sold in substantial quantities in the commercial marketplace; and (iii) offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and (2) does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

E. “Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

F. “Employee” means an employee of the Company who is directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

G. “Forced labor” means knowingly providing or obtaining the labor or services of a person— (1) by threats of serious harm to, or physical restraint against, that person or another person; (2) by means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or (3) by means of the abuse or threatened abuse of law or the legal process.

H. “Involuntary servitude” includes a condition of servitude induced by means of— (1) any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or (2) the abuse or threatened abuse of the legal process.

I. “Recruitment fees” mean fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee. Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for—(i) soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees; (ii) advertising; (iii) obtaining permanent or temporary labor certification, including any associated fees; (iv) processing applications and petitions; (v) acquiring visas, including any associated fees; (vi) acquiring photographs and identity or immigration documents, such as passports, including any associated fees; (vii) accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications; (viii) an employer's recruiters, agents or attorneys,

or other notary or legal fees; (ix) language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees; (x) government-mandated fees, such as border crossing fees, levies, or worker welfare funds; (xi) transportation and subsistence costs—(A) while in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and (B) from the airport or disembarkation point to the worksite; (xii) security deposits, bonds, and insurance; and (xiii) equipment charges. A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is (i) paid in property or money; (ii) deducted from wages; (iii) paid back in wage or benefit concessions; (iv) paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or (v) collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to (A) agents; (B) labor brokers; (C) recruiters; (D) staffing firms (including private employment and placement firms); (E) subsidiaries/affiliates of the employer; (F) any agent or employee of such entities; and (G) subcontractors at all tiers.

J. “Severe forms of trafficking in persons” means— (1) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (2) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

K. “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

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

M. “Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

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

3. Implementation

A. Implementation and compliance with this policy shall be overseen by the Company’s General Counsel.

B. This policy shall be distributed to all employees, contractors, and agents of the Company.

4. Remedies

A. The Company shall take appropriate action against any employee, agent, or subcontractor found in violation of this policy.

B. Employees who violate this policy are subject to removal from the performance of any covered government contract, reduction in benefits, discipline up to and including summary

termination of employment, and, where appropriate, referral to responsible law enforcement agencies.

C. Contractors of the Company that violate this policy are subject to immediate removal from the performance work and any additional remedies allowed by law or the applicable contract.

5. Notification to and Cooperation with U.S. Government

A. The Company shall inform relevant Contracting Officers and agency Inspectors General immediately of— (1) any credible information it receives from any source (including host country law enforcement) that alleges that a Company employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in Section 1 of this policy (*see also* 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the applicable solicitation or contract, which requires disclosure to an agency Office of the Inspector General when the Company has credible evidence of fraud); and (2) any actions taken against a Company employee, subcontractor, subcontractor employee, or their respective agents.

B. If an allegation may be associated with more than one U.S. government contract, the Company shall inform the contracting officer for the contract with the highest dollar value.

C. The Company shall—

(1) disclose to the relevant agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(2) provide timely and complete responses to government auditors' and investigators' requests for documents;

(3) cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(4) protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with governmental authorities.

6. Compliance Plan for Certain Contracts

A. An additional compliance plan is required for any portion of a U.S. government contract that— (1) is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (2) has an estimated value that exceeds \$550,000.

B. Such compliance plans shall be implemented and maintained for the duration of any covered U.S. government contract in accordance with the requirements at FAR clause 52.222-50, paragraph (h).

7. Subcontracts

A. The Company shall include the substance of FAR clause 52.222-50, in all Subcontracts and in all contracts with agents, provided that paragraph (h) of the clause shall apply only to any portion of a subcontract that— (1) is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (2) has an estimated value that exceeds \$550,000.

B. If any subcontractor is required by FAR clause 52.222-50 to submit a certification, the Company shall require submission prior to the award of the Subcontract and annually thereafter. The certification shall cover the items in Section 6.D of this policy.

8. Contact

Questions concerning this policy and concerns regarding the Company's efforts to combat trafficking in persons may be directed to the Company's General Counsel.

9. Effective Date

This policy is effective as of February 23, 2024.

Policy on Combating Trafficking in Persons and Anti-Slavery (Outside US)

To the extent not already covered by the US Policy on Combatting Trafficking in Persons and Anti-Slavery, all Company employees must also comply with all applicable foreign laws and regulations prohibiting human trafficking and slavery including, for example, the UK Modern Slavery Act 2015, European Union prohibitions (including those of member states), and any other applicable laws in the jurisdictions in which the Company operates. Failure to comply with these laws may result in employee discipline up to and including termination as well as being reported to law enforcement authorities where appropriate.

Changes to the Code

The Company reserves the right to amend, alter or terminate this Code at any time for any reason. This document is not an employment contract between the Company and any of its employees.