



## **Code of Conduct and Legal Compliance**

Contractor warrants that the Services will be performed in compliance with (i) all applicable requirements of the Fair Labor Standards Act, as amended, including Sections 6, 7 and 12 thereof, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof; (ii) the Occupational Safety and Health Act; (iii) Title VII of the Civil Rights Act of 1964, as amended; (iv) the Immigration Reform and Control Act; (v) related state laws; and (vi) the workers' compensation laws. Contractor represents and warrants that Contractor and its Subcontractors are not engaged in and will not engage in any labor practice in violation of the laws or regulations of the country of performance of the services, including those involving unsanitary and/or unsafe labor conditions. Contractor represents and warrants that as of the effective date of Services, neither Contractor nor any individual, entity, or organization holding any material ownership interest in Contractor, nor any officer or director, is an individual, entity, or organization with whom any United States law, regulation, or executive order prohibits United States companies and individuals from dealing, including, without limitation, names appearing on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals and Blocked Persons List (the "SDN List"). If Contractor, or any subcontractor or any of their personnel becomes a restricted person on the SDN List, Contractor shall notify Quest immediately in writing. In connection with the performance of Services, Contractor represents that it and anyone acting on its behalf, including any relevant subsidiaries, affiliates, officers, directors, employees and agents, are now and will remain in compliance with all laws applicable to Contractor and Quest, including but not limited to laws relating to bribery and/or corruption ("Anti-Corruption Laws"), antitrust and competition regulations.

If Quest determines that Contractor or its Subcontractors have failed to comply with the foregoing, Quest will be entitled to immediately terminate this Agreement and any Work Authorization without liability.

The following Code of Conduct is an integral part of this Agreement, the terms of which must be followed by Contractor and its Subcontractors:

- a. Child, indentured, involuntary, or prison labor must not be used or supported.
- b. Workers may not be exposed to unreasonably hazardous, unsafe, or unhealthy conditions.
- c. Workers may not be unlawfully discriminated against on the basis of race, color, religion, gender, national origin, age, disability or sexual orientation.
- d. The workplace must be free from harassment, which includes sexually coercive, threatening, abusive, or exploitive conduct or behavior or harassment because of one's race, color, religion, gender, national origin, age, disability or sexual orientation.
- e. Workers at all times must be treated fairly, with dignity and respect.
- f. Wages paid to workers must meet or exceed legal and industry standards.
- g. Contractor may not engage in any conduct likely, intending, or appearing to improperly influence any Quest representatives in the performance of their job responsibilities. Bribes, cash payments, and business gifts and entertainment of more than token value expressly are prohibited. Contractor must refrain from engaging in any conduct that may appear improper or may result in a conflict of interest when viewed from Quest's point of view.
- h. Contractor represents and warrants that it maintains a drug-free and alcohol-free workforce.
- i. Contractor represents, warrants and covenants that no Contractor personnel shall carry any weapon (as such term is commonly understood) or have a weapon in their possession or in any vehicle while they are (a) performing any Services, or (b) present at any Location.
- j. Contractor acknowledges and agrees that Quest will have the right to audit its processes, procedures, operations and performance.
- k. Contractor acknowledges and agrees that Quest's client reserves the right to inspect any documents, vehicle or container entering or leaving its premises or any Location.
- l. Contractor represents and warrants that the Materials relating to the Services performed under this Agreement and Quest's client's use thereof, if applicable, will not infringe or misappropriate any intellectual property rights of any third party.



- m. Contractor represents and warrants that it will perform the Services: (a) with due care and skill, diligence, and at a level equivalent to industry best standards and practices; (b) free of defects in workmanship, construction, structural and functional design, material and operations; and (c) in a manner that complies with Quest's applicable standards, policies and plans.
- n. Contractor shall only access and use confidential information to the extent necessary to perform Services on behalf of Quest and may not disclose such information unless such disclosure is required by law.
- o. Buying or selling securities while in possession of material non-public information that Contractor acquires by virtue of their relationship with Quest is prohibited, as is the communication of that information to others.
- p. Contractor must not communicate publicly about Quest or Quest's client's business unless specifically authorized to do so.
- q. Contractor is required to protect Quest's assets, as well as the assets of its clients, employees and other suppliers in accordance with the highest ethical standards.
- r. Contractor is responsible for maintaining accurate and complete books and records.
- s. Contractor must disclose all actual or potential conflicts of interest to Quest due to personal or business relationships with Quest clients, suppliers, business associates and/or employees.
- t. Contractor must not (i) make political contributions or provide gifts to any candidate on behalf of Quest or Quest's clients; (2) represent their political views as those of Quest or Quest's clients; and/or (iii) lobby on behalf of Quest or Quest's clients.
- u. To the fullest extent permitted by law, Contractor represents and warrants that it has performed or shall perform criminal background checks on all employees performing Services prior to performance of any such Services and Contractor shall prevent any employee who has been convicted of a felony, is registered as a sex offender, or is required to register on any sex offender registry list, from performing Services. Contractor will also, to the extent permitted by applicable laws, submit to and successfully pass a drug test.
- v. Contractor shall ensure its employees do not enter any location of Quest or Quest's clients or use any equipment belonging to Quest or Quest's client not related to or required by performance of Services.
- w. Contractor represents and warrants that its employees will utilize an identification system which clearly identifies the employee and Contractor.
- x. Contractor shall not engage in any direct communication with Quest's client or client's employees at any Location for purposes other than to fulfill the terms of the Agreement.
- y. Contractor and its Subcontractors must maintain written records evidencing compliance with the provisions of this Code of Conduct and must make those records available to Quest upon request. Contractor must promptly report to Quest any concerns or suspected violations of any law or regulation related to firm business or a violation of the Code.