

**SUBJECT:** Supplier Code of Conduct  
**Owner:** Corporate Compliance

**Effective Date:** 03/04/2022  
**Revision Date:** 11/12/2024

## **I. Introduction**

The following Supplier Code of Conduct (henceforth known as the “Code”) outlines the expectations and guidelines of DNOW with respect to responsible sourcing including, but not limited to, DNOW’s commitment to human rights, business ethics, the development of a diverse and sustainable supply chain, the health and safety of our employees and our customers, and the environment and communities we operate in. This Code is aimed at implementing the foundational aspects of the International Bill of Human Rights, The ILO Declaration on Fundamental Principles and Rights at Work, the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights (UNGPs) and the Ten Principles of the UN Global Compact.

## **II. Applicability**

This Code is applicable to all 1st tier suppliers operating directly with DNOW and all sub suppliers of the 1<sup>st</sup> tier suppliers including labor agencies, third party and in-house contractors, etc. and is in addition to other applicable DNOW policies and procedures, including, but not limited to, HSE policies and procedures, the DNOW Code of Conduct, and other compliance statements.

The 1st tier suppliers have a duty to ensure that this Code is properly and sufficiently communicated to their personnel and their sub suppliers and subcontractors (including labor agencies, in house contractors, etc.)

## **III. Discrimination/Harassment**

All suppliers agree to provide a work environment free of unlawful discrimination and harassment based on any status such as race, color, creed, religion, sex, gender, national origin, age or any other status or activity protected by applicable law.

Improper interference with the ability of employees to perform their assigned job duties is not tolerated. This applies to all terms and conditions of employment, including, but not limited to, recruitment, hiring, placement, promotion, benefits, termination, staff reduction, reassignment, transfer, leaves of absence, compensation, training, and as well as company-sponsored educational and social events.

Each supplier is responsible for creating an atmosphere free of unlawful discrimination and harassment and for reporting any instances of unlawful discrimination, harassment, or retaliation.

## **IV. Health, Safety, and Environment (HSE)**

All suppliers shall comply with all applicable laws and relevant industry standards and practices concerning protection of health and safety of employees in the workplace and other persons affected by its business activities and the prevention of environmental pollution. We expect our suppliers and their partners to share our commitment to a clean and safe environment including implementing initiatives which reduce the impact to the environment.

As such, all suppliers commit to the following:

- Workers have the right to report unsafe or unhealthy working conditions regardless of role, title, or responsibility and refuse working until the condition is remedied.
- Workers are trained on the appropriate occupational health and safety policies and procedures, including emergency evacuation procedures, prior to employment and then on a regular basis in the primary language(s) of its workers.
- Workers are provided appropriate protective equipment and instructed on appropriate use.
- Potable drinking water is provided to all workers as well as adequate and clean sanitation facilities for male and female workers. Unreasonable limitations to workers' access to toilets, rest or lactation breaks are prohibited.
- If applicable, dormitories are clean, well maintained, provide reasonable entry and exit privileges for workers and in compliance with safety regulations.

#### **V. Anti-Corruption**

All suppliers and their directors, officers, employees, agents, representatives, and joint venture partners shall comply fully with all anti-corruption and anti-bribery laws that are applicable to them which may include the U.S. Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), the U.K. Bribery Act 2010 ("UKBA"), and all other anti-bribery and anti-corruption laws applicable to the Company (collectively referred to as "Anti-Corruption/Anti-Bribery" laws or "ACAB" laws).

ACAB laws and this Code prohibit the improper giving (or offering, promising, or authorizing the payment of) anything of value to any person or entity in order to obtain or retain business or to obtain a business advantage. This includes the receiving, offering, promising, authorizing, directing, or making of any bribe, kickback, and payment of money or anything else of value, to improperly obtain or retain business, or any other advantage, for a company and/or yourself.

"Anything of value" has been broadly interpreted by enforcement authorities to include items other than money, including but not limited to entertainment, travel, gifts, favors, charitable donations, educational placement, business opportunities, tax advantages, and employment (which may in certain circumstances include unpaid positions).

#### **VI. Import and Export Laws**

All suppliers commit to comply with all applicable import and export laws and regulations, including, re-export and sanctions laws and regulations of the United States of America, and of any other applicable jurisdiction or country (to the extent not in conflict with the laws of the United States of America). Supplier shall not acquire any goods or services if any law, regulation, or other government action of the United States or any other applicable country would prohibit such a transaction. This includes, but is not limited to, a prohibition on the supply of goods or services that originate in a country that is subject to U.S. economic embargo, or that are that are supplied by a person that is a listed or blocked person or entity under any U.S., UN, EU, or other applicable embargo or sanctions program.

## **VII. Antitrust**

All suppliers agree not to engage or participate in any agreements, combinations or conspiracies that could result in an unreasonable restraint of trade. Prohibited conduct includes, but is not limited to, price fixing, allocation of customers, markets or territories, bid-rigging, and some forms of boycotts. In addition, there are many features that factor into price agreements as to warranty duration, freight terms, or other factors that can directly impact price and create antitrust issues also are proscribed.

## **VIII. Disclosure**

To the extent applicable, all suppliers shall comply with the laws of the U.S. and the regulations of the U.S. Securities and Exchange Commission and the New York Stock Exchange regarding the use and public disclosure of material nonpublic information, including those regarding insider trading. Supplier shall also refrain from disclosing DNOW's confidential or proprietary information at any time to persons outside the contracting relationship without proper authorization.

## **IX. Forced Labor**

### **A. Definitions**

“Forced Labor” means all work or service that is exacted or exploited from any person under the menace of any penalty and for which the said person has not offered himself or herself voluntarily. This definition includes slavery, indentured servitude, prison labor, involuntary labor or employment, and child labor.

“Child labor” refers to the exploitation of children through any form of work that deprives children of their childhood, interferes with their ability to attend regular school, and is mentally, physically, socially, or morally harmful.

### **B. Purpose**

DNOW and its suppliers shall respect and honor human rights in all our operations and facilities. DNOW does not condone or permit the use of child, forced, indentured or involuntary labor in any of our operations. In addition, the Company supports the fundamental principles of the UN Universal Declaration of Human Rights, the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work, the UN International Covenant on Civil and Political Rights and the UN International Covenant on Economic, Social and Cultural Rights.

All DNOW suppliers commit to the following:

1. Rejecting forced labor and child labor and working to ensure that operations are free from these practices. We do not condone the use of child, forced, bonded, indentured, or involuntary labor of any kind within our operations. DNOW defines “child” as less than 15 years of age or 18 years of age for hazardous work. Moreover, the Supplier commits to the following:
  - The recruitment, transportation, transfer, harboring or receipt of persons, by means of threat or use of force, coercion or other means, for the purpose of exploiting them is prohibited.
  - In advance of employment, workers are to be provided accurate and understandable information about the basic terms of their employment clearly stating their rights and responsibilities as well as information on wages, hours and holidays.
  - Workers are free to leave work and terminate their employment upon reasonable notice without penalty and employers must not retain any personal identification, travel documents or wages as conditions of employment.
  - Job seekers and current employees are not charged or required to pay fees or deposits in order to gain or maintain their employment.
2. Conducting recruitment of employees in a manner that is in compliance with this policy.
3. Ensuring compliance with fair wage and hour laws in all operations and respecting the principles of the International Covenant on Economic, Social and Cultural Rights.
4. Respecting freedom of association and will cooperating in good faith with the entities our employees choose to represent them within the appropriate national legal frameworks.
5. Not knowingly conduct business with any supplier or other business partner who violates these standards and will engage in appropriate measures including the termination of any business dealings if such violations are found to exist.
6. Respecting the rights of people in communities impacted by Supplier activities and taking appropriate steps to avoid, minimize and/or mitigate any adverse impacts to Human Rights.
7. Requiring consultants, suppliers, agents and business partners who conduct work on our behalf to uphold similar values and principles.
8. Providing a grievance mechanism for all employees, individuals and communities to report any concerns relating to forced labor and child labor within our operations or the communities where we conduct business.

**X. Reporting Supplier Code of Conduct Violations:**

If you suspect or believe that a violation of the Supplier Code of Conduct has occurred, you should immediately report it to DNOW. These reports may be made anonymously where permitted by local law. DNOW provides the below methods to report violations:



1. Visit <https://secure.ethicspoint.com/domain/media/en/gui/40906/index.html> for applicable country dialing information, or
2. Via email to [Risk.Mitigation@dnw.com](mailto:Risk.Mitigation@dnw.com).

We reserve the right to check adherence to this Code and to conduct compliance audits at any time without notice. Our suppliers agree to supply the necessary information requested, grant access to DNOW's representatives who seek to verify compliance with the requirements of this Code and improve and correct any deficiency discovered.



**Supplier Certification:**

All Suppliers must print and sign the below certification as a prerequisite to the commencement of any business:

We, [\_\_\_\_\_,], certify and understand that Supplier has been furnished a copy of the DNOW Supplier Code of Conduct and that Supplier's employees, affiliates, suppliers, subcontractors, and manufacturers are required to follow the Code of Conduct. Supplier will support the Code of Conduct and will not directly or indirectly take any action that may cause any person it employs or which it contracts with to violate the principles identified in the Code of Conduct. Supplier agrees that it will notify DNOW within forty-eight hours after it has knowledge of any violation or attempted violation of the Code of Conduct or this Section. Supplier will cooperate with any request by DNOW to provide information and documentation regarding any relevant communication or transaction associated with the foregoing.

\_\_\_\_\_  
Name [Supplier Representative]

\_\_\_\_\_  
Date

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Position [Supplier Representative]