

WIN TOGETHER.

# Supplier Code of Business Conduct

The conduct we expect from the organizations and individuals who supply goods or services to Blackfin or act on its behalf.

BLACKFIN

ENGINEERING · INTEGRITY · ASSURANCE

SUPPLIER CODE OF BUSINESS CONDUCT

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OUR EXPECTATIONS

# Relationships founded on integrity.

1.0

## Purpose and supplier commitment

The Blackfin Group (Blackfin) seeks business relationships founded on integrity, competence, safety, quality and respect for people and the environment. This Supplier Code of Business Conduct (Supplier Code) describes the minimum conduct expectations for organizations and individuals supplying goods or services to Blackfin or acting on its behalf.

Suppliers are responsible for their own compliance and for proportionately communicating and managing these expectations among lower-tier providers involved in Blackfin work. Compliance with this Supplier Code is assessed together with applicable law, contracts, scopes of work and client-specific requirements.

2.0

## Applicability and order of requirements

- This Supplier Code applies to the supplier and to the personnel, agents and subcontractors used to perform Blackfin-related work, consistent with the applicable contract.
- Suppliers must comply with applicable laws, permits, licenses, regulatory duties, professional requirements, and the Blackfin and client site rules communicated for the assignment.
- This Supplier Code does not unilaterally amend an existing signed contract. Contractual incorporation, audit access, remedies and any additional client obligations are governed by the applicable agreement.
- Where requirements appear inconsistent, the supplier shall notify Blackfin promptly and obtain written clarification. No agreement excuses unlawful conduct.

ETHICS AND FAIR DEALING

# Business won fairly.




3.0

## Business ethics and anti-corruption

Suppliers shall not directly or indirectly offer, promise, give, request or accept bribes, kickbacks, facilitation payments or other improper advantages in connection with Blackfin business. This prohibition includes actions through agents, intermediaries, political contributions, charitable donations, gifts, entertainment or disguised fees. Suppliers shall maintain reasonable controls to prevent and detect such conduct and promptly disclose suspected improper activity related to Blackfin work.

Gifts and hospitality involving Blackfin or client personnel must be lawful, modest, transparent and must not influence, or appear intended to influence, an award, technical decision, acceptance, inspection or audit conclusion. Suppliers shall not offer improper inducements in a tender or procurement process.

- Lawful
- Modest
- Transparent
- No influence on decisions

4.0

## Conflicts of interest and fair competition

Suppliers must promptly disclose actual, potential or perceived conflicts that could compromise impartiality, procurement fairness, technical evaluation or performance, including relevant personal or ownership relationships with Blackfin or client decision makers.

Suppliers shall compete fairly and shall not participate in bid rigging, unlawful market allocation, price fixing or improper exchange of competitively sensitive information.

NEVER ACCEPTABLE

- Bid rigging
- Unlawful market allocation
- Price fixing
- Improper exchange of competitively sensitive information



PEOPLE

# Respect for every worker.

5.0

## Human rights, modern slavery and labor practices

**Suppliers shall:**

### No forced or child labor

Prohibit forced labor, bonded labor, debt bondage, human trafficking and unlawful child labor; do not retain workers' identity documents or impose recruitment fees contrary to applicable law.

### Lawful pay and conditions

Provide lawful wages, working hours, rest periods and employment conditions; ensure recruitment is voluntary and workers can leave employment subject to lawful terms.

### Fair and respectful treatment

Treat workers fairly and respectfully; prohibit harassment, abuse, unlawful discrimination, threats and retaliation.

### Worker representation

Respect applicable rights to lawful worker representation and association.

### Identify and address risk

Identify and address labor and human-rights risks within relevant operations and lower-tier arrangements; report material suspected abuses connected to Blackfin work.



HEALTH, SAFETY, SECURITY AND ENVIRONMENT

# Safe work on every site.

6.0

## Health, safety, security and environment

Suppliers shall provide competent and suitably trained personnel, safe equipment, task-appropriate risk assessments and controls, required personal protective equipment and emergency arrangements. Suppliers shall comply with applicable worksite, offshore, marine, aviation and client HSE and security requirements relevant to their services.

**STOP-WORK AUTHORITY**

Personnel must be empowered to stop unsafe work without retaliation and notify the appropriate site or Blackfin contact of serious hazards, incidents and near misses promptly.

### ENVIRONMENT

Suppliers shall meet applicable environmental obligations, prevent pollution, manage waste responsibly and report material environmental incidents related to their work.

Additional HSE standards may be imposed through the statement of work, purchase order or client requirements.

- Competent people
- Safe equipment
- Risk assessment
- Emergency arrangements
- Pollution prevention




QUALITY AND COMPETENCE

# Do it right.

7.0

## Quality, technical competence and professional independence

**Suppliers shall:**

### Competent people

Use appropriately competent, qualified, licensed or certified persons where required by law, contract or the technical assignment.

### Agreed standards

Apply agreed specifications, standards, quality controls, inspection and test requirements and independent verification appropriate to risk.

### Truthful records

Create truthful, complete and traceable records; never falsify qualifications, test results, audit evidence, inspection findings, technical calculations, time records or certificates.

### Prompt notification

Notify Blackfin promptly of material nonconformities, errors, suspected counterfeit items, compromised data integrity and safety-critical findings.

### Independent judgment

For audit or assurance services, preserve impartiality and professional judgment; disclose independence threats and refuse pressure to suppress, predetermine or alter findings.

### Approved subcontracting

Do not subcontract safety-critical or specialist work without meeting the approvals required by the contract.

8.0

## Confidential information, cybersecurity and intellectual property

Suppliers must protect Blackfin and client information, personal data, credentials, systems, intellectual property and technical records against unauthorized access, disclosure, misuse, alteration or loss. Access shall be limited to authorized personnel and legitimate work purposes.

Suppliers must apply security safeguards proportionate to their access and contractual risk, and report actual or suspected material information-security incidents affecting Blackfin or client information without undue delay through the agreed notification route.

**UNAPPROVED TOOLS AND AI**

Confidential information must not be uploaded to unapproved external AI tools, shared with unauthorized lower-tier parties or retained beyond applicable contractual, legal or documented requirements.

Specific notification deadlines, security controls and data-processing terms must be defined in the contract where needed.

9.0

## Financial integrity, records and trade compliance

Suppliers shall maintain accurate invoices, timesheets, expenses, accounting records, procurement documents, inspection records and other evidence supporting goods or services provided. False claims, double billing, fraudulent expenses and deliberate concealment are prohibited.

Suppliers shall comply with applicable tax, import/export, sanctions and trade requirements, and must notify Blackfin if a restriction could prevent lawful performance.



INFORMATION AND RECORDS

**Protected information, truthful records.**



SUPPLY CHAIN AND SPEAKING UP

# Raise it early.

10.0

## Lower-tier suppliers and due diligence

Suppliers shall use reasonable, risk-proportionate measures to select and oversee lower-tier parties performing Blackfin-related services and communicate relevant requirements of this Supplier Code.

Suppliers remain accountable for agreed deliverables and for their subcontractors' conduct to the extent provided by applicable law and contract. Suppliers shall notify Blackfin of material concerns or undisclosed subcontracting that could affect service quality, HSE, integrity or regulatory compliance.

11.0

## Reporting concerns and protection from retaliation

Suppliers shall encourage workers to raise concerns without fear of retaliation and shall not retaliate against a person who reports a concern in good faith.

Suspected bribery, modern slavery, serious injury risk, safety-critical technical manipulation, confidentiality breaches or other material violations involving Blackfin work must be reported promptly to the designated Blackfin contract representative or to Blackfin's Director of Governance, Risk and Assurance (Director GRA).

Suppliers must take reasonable steps to preserve relevant evidence, cooperate with legitimate inquiries consistent with law and protect the privacy and safety of persons involved. No individual is required by this Supplier Code to waive legal reporting rights.

12.0

## Monitoring, nonconformity and corrective action

Blackfin may assess compliance through risk-based prequalification, requests for relevant documentation, supplier performance reviews and audits or site visits where permitted by contract and applicable law. Suppliers shall provide accurate requested information within reasonable agreed timeframes, identify material nonconformities and implement proportionate corrective actions with documented completion evidence.

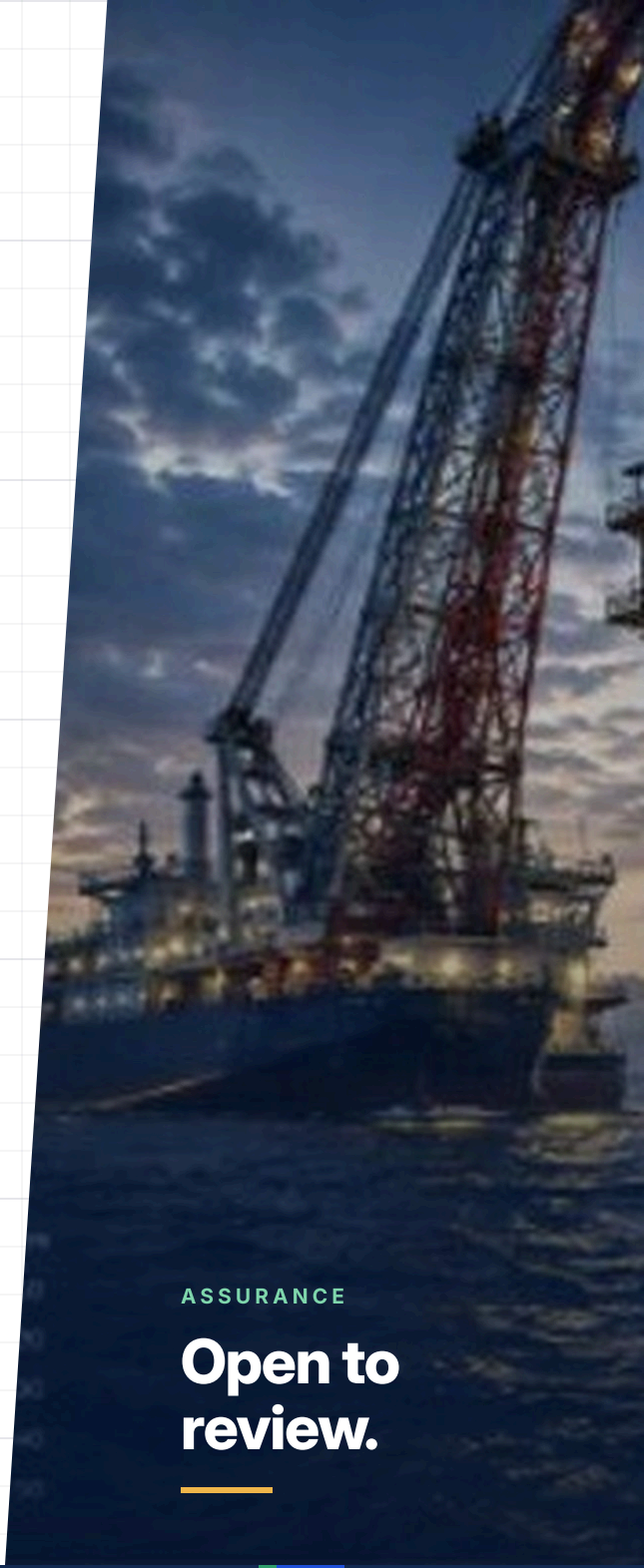
Where serious or repeated concerns arise, Blackfin may apply available contractual remedies, including improvement plans, suspension of affected work or termination where authorized by the agreement. Blackfin will consider severity, recurrence, willingness to remediate and applicable legal duties when determining an appropriate response.

13.0

## Acknowledgement, questions and deviations

Where required by a contract or onboarding process, an authorized supplier representative shall acknowledge receipt and acceptance of this Supplier Code. Any identified inability to comply with a requirement must be disclosed in writing before award or as soon as it becomes known; any agreed deviation must be formally documented.

Acknowledgement alone does not replace contractual acceptance, supplier qualification or evidence of implementation.



# Win together.

14.0

## Relationship to Blackfin policies

This Supplier Code is aligned with the controlled revision of the following documents.

| | | |
|---|---|---|
| BFG-QAC-POL-002 | Code of Business Conduct | Rev. 1 |
| BFO-QTY-GP-008 | Anti-Corruption Policy | Rev. 0 |
| BFO-HSE-GP-060 | Modern Slavery | Rev. 1 |
| BFO-HSE-GP-061 | Fair Labor Practices | Rev. 1 |
| BFO-HSE-GP-062 | Ethical Operating Practices | Rev. 1 |
| BFO-HSE-GP-063 | Human Rights | Rev. 1 |

Additional requirements may be imposed by applicable contracts and project-specific HSE, quality and information-security arrangements.

A.0

## Supplier acknowledgement

The undersigned acknowledges receipt of this Supplier Code of Business Conduct and confirms that they are authorized to provide this acknowledgement on behalf of the supplier. The supplier will review the requirements, communicate those applicable to its personnel and relevant subcontractors, disclose to Blackfin any material exceptions or inability to comply, and meet its applicable contractual obligations.

SUPPLIER LEGAL NAME

AUTHORIZED REPRESENTATIVE

TITLE

SIGNATURE

DATE



BLACKFIN

ENGINEERING · INTEGRITY · ASSURANCE

**The partner you trust with the hard part, judged on how it turns out for you.**


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