

# **Baker Hughes Integrity Guide for Suppliers, Contractors, and Consultants**

**This guideline also applies to consortium partners.**

## A Message from Baker Hughes

Baker Hughes is committed to unyielding integrity and high standards of business conduct in everything we do, especially in our dealings with Baker Hughes suppliers, contractors, consortium partners, and consultants (collectively “Suppliers”). As a participant in the [UN Global Compact](#) we are committed to communicating progress towards the Ten Principles on human rights, labour, environment, and anti-corruption and partnering with our supplier to advance sustainable development priorities. Baker Hughes bases its Supplier relationships on lawful, efficient, and fair practices, and Suppliers must adhere to applicable legal and regulatory requirements in their business relationships as set out in this Baker Hughes Integrity Guide for Suppliers, Contractors, and Consultants (the “Guide”) in connection with their activities for Baker Hughes.

Suppliers are responsible to ensure that they and their employees, workers, representatives, suppliers, and subcontractors comply with the standards of conduct set out in this Guide, our [Human Rights Policy](#), and in other contractual obligations to Baker Hughes. Please contact the Baker Hughes manager you work with or any Baker Hughes Compliance Resource if you have any questions about this Guide or the standards of business conduct that all Baker Hughes Suppliers must meet.

## Responsibilities of Baker Hughes Suppliers

You, as a Supplier to Baker Hughes, agree:

**Fair employment practices:** to (i) observe applicable laws and regulations governing wages and hours, recruitment, and employment contracts; (ii) allow workers to choose freely whether to organize or join associations of their own choosing for the purpose of collective bargaining as provided by local law or regulation; (iii) prohibit discrimination, harassment, and retaliation; (iv) upon end of employment, reimburse return transportation costs for workers recruited from outside the country; (v) not charge workers recruitment fees or utilize firms charging workers such fees; (vi) not utilize fraudulent or misleading recruitment practices; (vii) not hold or destroy a worker’s identity or immigration documents; and (viii) provide workers with terms and conditions of employment in a language the worker understands; and (ix) when applicable comply with the Australian and United Kingdom Modern Slavery Laws, the Norwegian Transparency Act, and other laws enacted to protect human rights and prevent modern slavery.

**Human rights:** to (i) respect human rights of your employees and others in your business operations and your activities for Baker Hughes; (ii) not to employ workers younger than sixteen (16) years of age or below the applicable minimum age, whichever is higher; (iii) not to use forced, prison, or indentured labor, or workers subject to any form of physical, sexual or psychological compulsion, exploitation, or coercion, or to engage in or abet trafficking in persons; (iv) to adopt policies and establish systems to procure tantalum, tin, tungsten, and gold from sources that have been verified as conflict free; and (v) to provide supporting data on your supply chain for tantalum, tin, tungsten, and gold to Baker Hughes when requested, on a platform to be designated by Baker Hughes.

**Diversity:** to demonstrate a commitment to diversity by supporting and participating in our global supplier diversity efforts through utilization, development, and promotion of diverse and underrepresented enterprises. This includes those certified enterprises who are 51% owned, operated, and controlled by one or more of our currently tracked diverse categories.

**Health, safety, and environment:** to (i) comply with applicable environmental, health, and safety (“HSE”) laws and regulations and Baker Hughes’ contractor HSE requirements; (ii) to supply to Baker Hughes materials containing plant materials or their derivatives that are legally sourced, harvested and exported from their country of origin; (iii) to provide workers a safe and healthy workplace; (iv) not to adversely affect the local community; and (v) to operate in a manner to protect and preserve biodiversity and comply with all laws relating to protection of biodiversity. If housing is provided or arranged, it must meet host country safety standards.

**Energy Consumption and Greenhouse Gas Emissions:** to (1) carry out initiatives to increase energy efficiency and reduce GHG emissions that are appropriate to their size and resources; (2) to track and document significant energy consumption and GHG emissions at the appropriate facility or company level; and (3) to provide data or information on the implementation of energy efficiency and GHG emissions reductions programs upon request.

**Materials Restrictions:** to adhere to all applicable laws, regulations and Baker Hughes requirements regarding prohibition, disclosure, or restriction of specific substances in products and manufacturing. This includes, but not limited to, labeling for recycling and disposal, such as REACH, RoHS, and the Waste Framework Directive. At Baker Hughes' request, suppliers are expected to provide data regarding substances in any materials supplied to Baker Hughes that may require disclosure to governmental bodies, business partners or customers.

**Working with governments, improper payments, and dealings with Baker Hughes employees and representatives:** to (i) maintain and enforce a policy requiring adherence to lawful business practices, including a prohibition against bribery of government officials, (ii) not to offer or provide, directly or indirectly, anything of value, including cash, bribes, gifts, entertainment, or kickbacks, including offers of employment, or participation in a contest, game, or promotion, to any Baker Hughes employee, representative, or Baker Hughes customer or to any government official in connection with any Baker Hughes procurement, transaction, or business dealing, and (iii) to provide supporting data to Baker Hughes when requested.

**Conflicts of Interest:** to (i) ensure that nothing your company does should interfere or appear to interfere with your responsibility towards Baker Hughes; (ii) disclose any conflict of interest which may interfere or have the potential of interfering with your responsibilities towards Baker Hughes; and (iii) disclose any relationship (and provide updates from time to time) your company may have with any Baker Hughes employee, officer, director and/or anyone who represents Baker Hughes. Your responsibility, includes but is not limited to the following: (1) reporting to Baker Hughes if a Baker Hughes employee, family member and/or anyone who represents Baker Hughes owns a portion of your business, (2) reporting to Baker Hughes if a family member of a Baker Hughes employee will be working in your company on Baker Hughes' business, (3) reporting to Baker Hughes if your company has provided anything of value to any Baker Hughes employee, officer, director and/or anyone who represents Baker Hughes.

**Competition law:** not to share or exchange any price, cost, or other competitive information or engage in any collusive conduct with any third party with respect to any proposed, pending, or current Baker Hughes procurement.

**Intellectual property:** to respect the intellectual and other property rights of Baker Hughes and of third parties, including all patents, trademarks, and copyrights.

**Security and privacy:** to (i) respect privacy rights and secure the data of Baker Hughes employees, customers, and suppliers (collectively, "Baker Hughes Data"); (ii) implement and maintain physical, organizational, and technical measures to ensure the security and confidentiality of Baker Hughes Data in order to prevent accidental, unauthorized or unlawful destruction, alteration, modification, or loss of Baker Hughes Data, misuse of Baker Hughes Data, or unlawful processing of Baker Hughes Data; and (iii) protect Supplier operations and facilities against exploitation by criminal or terrorist individuals and organizations.

**Trade controls and customs matters:** to (i) not transfer Baker Hughes technical information to any third party without the express written permission of Baker Hughes; (ii) comply with all applicable trade control laws and regulations in the import, export, re-export, or transfer of goods, services, software, technology, or technical data including any restrictions on access or use by unauthorized persons or entities; and (iii) be cognizant of US Antiboycott laws, regulations, and guidelines and not to take any action or inaction that could expose Baker Hughes to liability or penalties under US Antiboycott laws.

**Management accountability and responsibility:** to adopt or establish a management system that (i) is consistent with this Guide and applicable laws and regulations; (ii) includes processes to identify and control HSE, business ethics, labor, human rights, and legal compliance risks associated with your operations; and (iii) requires periodic self-assessments of your operations and audits of your supply chain to ensure compliance with this Guide.

**Controllership:** to ensure that all invoices and any customs or similar documentation submitted to Baker Hughes or governmental authorities or audited by third parties in connection with transactions involving Baker Hughes accurately describe the goods and services provided or delivered and the price thereof and ensure that all documents, communications, and accounting are accurate and honest.

## How to raise a question or concern

Subject to local laws and any legal restrictions applicable to such reporting, each Baker Hughes Supplier is expected to inform Baker Hughes promptly of any concern related to this Guide affecting Baker Hughes, whether or not the concern involves the Supplier, as soon as the Supplier has knowledge of such an occurrence. Baker Hughes Suppliers also must take such steps as Baker Hughes may reasonably request to assist Baker Hughes in the investigation of any such occurrence involving Baker Hughes and the Supplier. If Supplier's work is related to a US government contract, Supplier must notify Baker Hughes of any alleged non-conformance with this Supplier Integrity Guide.

I. **Define your question/concern:** who or what is the concern? When did it arise? What are the relevant facts?

II. **Prompt reporting is crucial**—a question or concern may be raised by a Baker Hughes Supplier as follows:

- By discussing with a cognizant Baker Hughes Manager; OR
- By calling the Baker Hughes Ethics Helpline: 1.800.288.8475 (toll free) or outside the U.S. +1.713.626.0521 (collect); OR
- By going to [reportconcerns.bakerhughes.com](https://reportconcerns.bakerhughes.com) to submit a concern through an external web portal; OR
- By emailing [bakerhughes.Ombuds@bakerhughes.com](mailto:bakerhughes.Ombuds@bakerhughes.com); OR
- By contacting any Compliance Resource (e.g., Baker Hughes compliance team member, legal counsel, or auditor).

III. **Baker Hughes Policy forbids retaliation against any person reporting such a concern.**