

# 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”). 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 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.

**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 provide workers a safe and healthy workplace; and (iii) not to adversely affect the local community. If housing is provided or arranged, it must meet host country safety standards.

**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.

**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.

**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) to 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:** (i) not to transfer Baker Hughes technical information to any third party without the express written permission of Baker Hughes; (ii) to 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) to 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.

**Controllorship:** 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.**