



SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct (“Supplier Code”) applies to all individuals and entities providing any goods or services to Gulfstream Aerospace Corporation or its subsidiaries (“Gulfstream”), including third-party agents, consultants, business partners, suppliers, subcontractors, and their respective employees (collectively “Suppliers”). Suppliers must be committed to the highest standards of ethical conduct and integrity when dealing with Gulfstream, and their own employees, suppliers, and customers. This Supplier Code describes the basic requirements that all Suppliers are expected to comply with when doing business with Gulfstream.

This Supplier Code is in addition to any legal agreement or contract between a Supplier and Gulfstream. If there is a conflict between the provisions of this Supplier Code and a legal agreement between a Supplier and Gulfstream, the terms of such agreement will govern.

A violation of this Supplier Code may result in termination of a contractual relationship with Gulfstream, in addition to any and all other rights and remedies available to Gulfstream under applicable law. Gulfstream reserves the right to reasonably change the requirements of the Supplier Code upon notice to Supplier.

1. **Compliance with Laws and Gulfstream Policies:** Suppliers will comply with all applicable national, state and local laws and regulations. To the extent that Gulfstream policies impose a higher standard than what is required by applicable laws and regulations on its Suppliers, such higher standard will prevail. Suppliers are expected to support Gulfstream’s efforts to meet applicable regulatory and reporting obligations where required.
2. **Conflicts of Interest:** Suppliers will not engage in any activity with an employee or agent of Gulfstream which could create a real or perceived conflict of interest, without the prior written consent of Gulfstream.
3. **Anti-Corruption & Anti-Bribery:** Suppliers will not tolerate, permit, or engage in bribery, corruption, or unethical practices whether in dealings with public officials or individuals in the private sector. Suppliers will maintain integrity, transparency, and accuracy in all records relating to their business with Gulfstream. Suppliers must not make or receive, offer to make or receive, or cause another to make or receive, payments or anything of value, to or from any public or private officials for the purpose of obtaining or retaining business for the benefit of Gulfstream.



4. **Acceptance of Gifts and Entertainment:** Gulfstream allows for the giving or accepting gifts or entertainment of reasonable, nominal value to or from any of its Suppliers, unless otherwise further restricted or prohibited by applicable law. This applies to Gulfstream employees, agents, contractors, and each of their immediate family members. The following types of gifts and entertainment may never be offered, regardless of value: (i) cash or cash equivalents, (ii) any gifts or entertainment that are illegal, or (iii) any gifts or entertainment offered in connection with an inspection, audit, or during a bidding process involving the Supplier. This policy does not change during traditional gift-giving seasons.

5. **Confidentiality, Privacy, and Intellectual Property:** Suppliers are required to maintain the confidentiality of nonpublic information entrusted to them by Gulfstream. Suppliers must comply with all applicable privacy and data protection laws and regulations regarding their services and business activities involving Gulfstream. Suppliers will not use stolen or misappropriated technology. Suppliers will respect and protect Gulfstream intellectual property, the confidentiality of trade secrets and other Gulfstream proprietary information which includes any information that is nonpublic or not easily obtained or determined.

6. **Global Trade Compliance:** Suppliers will ensure their business activities comply with all applicable laws, directives, and regulations regarding embargoes and sanctions, as well as the import and export (including re-exports and deemed exports) of parts, components, software, technical data, and services provided to or on behalf of Gulfstream.

7. **Labor Recruitment & Forced Labor:** Suppliers will not use any form of forced, bonded, indentured, trafficked, slave, or prison labor. All work will be voluntary, and workers will be free to terminate their employment with reasonable notice or in accordance with applicable law. No workers will be required to surrender any government-issued identification, passports or work permits to Suppliers or a recruitment agency as a condition of employment. Suppliers will be transparent and cooperate with Gulfstream or third-party auditors acting on the behalf of Gulfstream during labor audits.

8. **Child Labor:** Child labor is strictly prohibited. The minimum age for employment will be the higher of 16 years of age or the minimum age for employment in that country. Suppliers will comply with all relevant laws that apply to young workers (e.g., those between the minimum working age and the age of 18), including laws related to hiring,



safe working conditions, types of work, hours of work, proof of age documentation, and overtime.

9. **Employment Practices & Working Hours:** Suppliers will implement hiring practices that accurately verify age and ability to work legally in the country of employment. All overtime work will be conducted in accordance with applicable law. Suppliers will provide at least twenty-four consecutive hours of rest in every seven-day period. Suppliers will provide workers with official public holidays, reasonable meal and rest breaks, and paid annual leave as required under national laws and regulations.

10. **Compensation:** Suppliers will pay workers at least the minimum wage and benefits required by applicable laws and regulations. Workers will be compensated for overtime hours at the rate required by applicable laws and regulations.

11. **Discrimination & Harassment:** Suppliers will provide a working environment that is free from discrimination or harassment in accordance with applicable law. Harassment may include any sexual, physical, mental abuse, or corporal punishment.

12. **Subcontractors:** If the use of subcontractors is permitted by the terms of its agreement with Gulfstream, Suppliers will not engage any subcontractors without an examination of the subcontractors' safety, reputation, and integrity. In addition, Suppliers will not retain any subcontractors in connection with their provision of services or goods to Gulfstream unless the subcontractors comply with this Supplier Code. Suppliers remain responsible for ensuring that their subcontractors comply with this Supplier Code. Supplier is expected to have their own supplier code of conduct that aligns with the minimum requirements of this Supplier Code and monitor compliance of its suppliers.

13. **Freedom of Association:** Suppliers will respect the rights of all employees to lawfully associate or not to associate with groups of their choosing, as long as such groups are permitted by law. Suppliers should not unlawfully interfere with, obstruct or prevent legitimate, lawful employee associations and related activities.

14. **Environment:** Suppliers will comply with all national and local environmental laws applicable to air emissions, waste handling and disposal, water use, and wastewater. Suppliers should also validate and maintain records demonstrating that source materials were harvested in accordance with all international treaties in addition to national and local laws.

15. **Health & Safety:** Suppliers will provide all workers with a safe work environment. Suppliers will provide all workers with appropriate personal protective equipment,



workplace health and safety information, and training as required by local law, and Suppliers will maintain adequate records of the same.

16. Access to Premises: Supplier will comply with all rules, policies, and procedures of Gulfstream while on Gulfstream's premises or in the company of the Gulfstream employees. Suppliers agree and acknowledge that:

1. The possession, sale transfer, purchase and/or presence in one's system of a controlled substance(s) or alcohol by any person on Gulfstream property is prohibited; and
2. Entry onto Gulfstream property constitutes consent to an inspection of any individual and their personal effects when entering, on, or leaving Gulfstream property;

Any individual not complying with (1) and (2) above may be removed and barred from Gulfstream property at the sole discretion of Gulfstream.

Suppliers shall (a) abide by all of the provisions herein; (b) when requested by Gulfstream, provide any and all necessary documentation showing substance abuse policy flow down to its subcontractors, agents, employees and representatives and (c) provide Gulfstream documentation of an approved FAA Drug and Alcohol Program when safety-sensitive duties are performed.

.

17. Conflict Minerals: The term "Conflict Minerals" includes cassiterite (tin), columbite-tantalite (a/k/a coltan or tantalum), gold, or wolframite (tungsten). Supplier will not provide products to Gulfstream that contain Conflict Minerals sourced from the Democratic Republic of the Congo or an adjoining country, including Angola, Burundi, Central African Republic, Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia (collectively, and with the Democratic Republic of the Congo, the "Covered Countries"), unless the Conflict Minerals are sourced from a certified mine or a conflict free smelter. Supplier will have compliance programs in place to ensure this requirement is met, and part of such programs will include (i) maintenance of records that support Supplier's obligation to provide products to Gulfstream that do not contain Conflict Minerals originating in Covered Countries unless the Conflict Minerals are



sourced from a certified mine or a conflict free smelter, and (ii) participation in any information requests by Gulfstream related to the inclusion of Conflict Minerals in Supplier's products.

18. Monitoring and Enforcement: Gulfstream may, by itself or with the assistance of a third-party, take affirmative measures, such as announced and unannounced inspections or reassessments of production facilities to help ensure compliance with this Supplier Code. Suppliers will maintain all relevant documents to demonstrate compliance with this Supplier Code and will make such documents available to Gulfstream upon request. If an inspection identifies a violation of this Supplier Code, Supplier must act promptly to remedy the issue, which may include a corrective action plan, to Gulfstream's reasonable satisfaction.

19. Whistleblower Protection: Suppliers will create programs to ensure the protection of worker whistleblower confidentiality and prohibit retaliation against workers who participate in such programs in good faith or refuse an order that is in violation of the Supplier Code. Suppliers will provide an anonymous complaint mechanism for workers to report workplace grievances and Supplier Code violations in accordance with local laws and regulations.

Violations of the Gulfstream Supplier Code of Conduct can be reported confidentially. To report suspected violations of the Gulfstream Supplier Code of Conduct, please contact Gulfstream through one of the following:

Via the Internet: [EthicsPoint - General Dynamics Corporation](#)

Contact Phone Number: 1-800-433-8442