



# Supplier Handbook & Code of Conduct

Implemented and Effective July 23, 2025

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GCX Corporation is committed to the values of partnership, integrity and commitment in all it does. High standards of conduct are important in maintaining the trust and confidence of our employees, customers and their patients, governing bodies, collaborators, shareholders, others with whom we do business, and the communities in which we live and work. All of GCX's suppliers and third-party providers of goods or services are expected to conduct themselves with both personal and professional integrity.

In this Supplier Handbook & Code of Conduct (the "Code"), the term "GCX" refers to GCX Corporation and its subsidiaries. The term "Supplier," "You" or "Your" to GCX's suppliers, their subcontractors and their respective employees and other third parties that provide products or services to GCX.

## **1. Purpose and Scope**

This Code sets out standards of business conduct expected from suppliers such as You in providing services and/or products to GCX. It applies to Your conduct, Your interaction with GCX, its employees, customers, suppliers, and business partners, and Your access to GCX's facilities and property.

You are responsible for notifying all subcontractors and individuals providing services by or through You of their obligations under this Code and ensuring compliance with its applicable terms. Your breach of this Code may result in termination of Your services and/or any contract You have with GCX. Depending on the severity, such breach may also subject You to civil and/or criminal sanctions.

This Code may be updated or amended from time to time. It is Your responsibility to review this Code and any amendments periodically to ensure You are in compliance with it. To the extent there are any ambiguities or conflicts between the terms of any agreement entered into between You and GCX and the terms of this Code, this Code will prevail.

## **2. Obligation to Report**

You must promptly report any breaches of this Code of which you become aware to GCX. This applies whether the breach, suspected breach or activity involves You, GCX, or another company or individual. GCX takes all breaches and suspected breaches of this Code seriously and, therefore, requires that they be investigated and responded to on a timely basis. You shall cooperate fully with all such investigations.

## **3. Compliance with Laws**

You are required to comply with all applicable laws, including applicable Federal, state, local and agency laws of

the United States, as well as applicable laws (including export and import laws) in the country of manufacture of Your products or any country from which Your goods or services are provided.

#### **4. Human Rights**

- a.** You must comply with this Code's provisions and any other human rights policies and workforce policy standards based on conformance with the UN Universal Declaration of Human Rights, the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, the California Transparency in Supply Chains Act, and International Labour Organization requirements and standards. GCX reserves the right (directly or via third parties) to audit You at any time regarding Your policies and practices with regard to human rights practices and performance, including but not limited to human trafficking and slavery, as well as general compliance to this Code. GCX maintains internal accountability standards and procedures for terminating relationships with suppliers failing to meet the terms of this Code and referenced regulations. GCX also provides training to its employees and management regarding human trafficking and slavery, particularly with respect to mitigating risks within its supply chains.
- b.** By providing products to GCX, You affirmatively certify that materials incorporated into those Products comply with the laws regarding slavery and human trafficking in the country or countries in which You and your sub-suppliers are located and/or do business. GCX provides its employees with training regarding human trafficking and slavery, particularly with respect to mitigating risks within the supply chains of products.
- c.** You and Your sub-suppliers shall not use or benefit from any forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, or slave labor. This includes transporting, trafficking in, harboring, recruiting, transferring, or receiving vulnerable persons by means of threat, force, coercion, abduction, or fraud for labor services. There shall be no unreasonable restrictions on workers' freedom of movement in Your facilities or unreasonable restrictions on entering or exiting facilities. All work performed for You by Your workers must be voluntary, and workers shall be free to leave work at any time or to terminate their employment.
- d.** You may not hold or otherwise destroy, conceal, confiscate, or deny access by employees to employees' identity or immigration documents, such as government-issued identification, passports or work permits, unless the holding of work permits is required by law. Workers must not be required to surrender any government-issued identification, passports, or work permits as a condition of employment. Workers shall not be required to pay any recruitment fees or other related fees in exchange for working for You or Your sub-suppliers.
- e.** Child labor is not to be used in any respect in Your business. The term "child" refers to any person employed under the age of 15, under the age for completing compulsory education, or under the minimum age for employment in the applicable country, whichever is greatest. The use of legitimate workplace apprenticeship programs which comply with all laws and regulations is acceptable. Workers under the age of 18 should not perform work that is likely to place their health or safety at risk. You shall properly manage student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations.
- f.** You shall not restrict the rights of workers to associate freely, join or not join labor unions, engage in collective bargaining, seek representation, or join workers' councils in accordance with local laws or regulations. You shall allow workers and/or their representatives to openly communicate and share ideas and concerns with management regarding working conditions and management practices

without fear of discrimination, reprisal, intimidation, or harassment.

- g. You shall otherwise comply with all applicable laws and regulations related to the employment or use of workers in Your business or those companies that provide goods or services that are used in GCX's products or services.

## **5. Behavior in the Workplace**

GCX is committed to ensuring that You provide a workplace in which all people are treated with dignity and respect. GCX will not tolerate unlawful discrimination or harassment, or other unacceptable behavior in any supplier's workplace.

- a. **Discrimination and Harassment.** You must provide a nondiscriminatory working environment that is committed to providing equal opportunities in employment, appointment, and advancement. Discrimination or harassment on the basis of, among other things, age, sex, sexual orientation, race, national origin, religion, disability or any other status protected under applicable law (each a "Prohibited Ground of Discrimination") is prohibited. You are required to comply with all applicable laws and regulations concerning discrimination in hiring and employment practices. You shall not tolerate or permit sexual harassment or any other form of harassment. Harassment includes any unwelcome comment or conduct related to a Prohibited Ground of Discrimination that might reasonably be expected to cause a person undue offense, where:
  - the conduct has the purpose or effect of unreasonably interfering with an individual's performance; or
  - the conduct creates an intimidating, hostile or offensive working environment. Harassment includes, but is not limited to, conduct that is abusive, threatening, demeaning or humiliating.
- b. **Other Unacceptable Behavior.** You must treat everyone You deal with in Your work for GCX with dignity and respect. You will not tolerate threats, violence or other inappropriate behavior in the workplace.
- c. **Alcohol and Drugs.** The use of alcohol and drugs may have a negative impact on Your performance and on GCX's reputation. You shall not assign any personnel to provide services to GCX who are impaired by drug or alcohol use. In addition, the use or possession of illegal drugs on GCX property is prohibited at all times. Alcohol use is prohibited on GCX property, except under special circumstances specifically authorized by GCX, such as when alcohol is served at GCX-sponsored events.
- d. **Solicitation.** You and Your employees and contractors will often work closely with GCX personnel in the performance of services for GCX. You agree not to solicit for employment any GCX personnel with whom You or Your employees or contractors have had contact in the performance of services for GCX for a period of one (1) year following the date You last provide services or goods to GCX.

## **6. Personal and Confidential Information**

GCX respects the privacy of personal information received from customers, employees, and other individuals. Personally Identifiable Information ("PII") is information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual.

Examples of PII include (without limitation) an individual's home address and phone number, family and employment status, social security number, PIN number, health information, and financial information. All PII

obtained by You in connection with the provision of products or services to GCX shall be considered GCX's confidential information and subject to the obligations described below. In addition, most jurisdictions have regulations relating specifically to the protection of PII. You must be familiar with those regulations and use PII only as necessary to perform Your services or provide goods to GCX and in compliance with all such regulations.

Without GCX's prior written consent, You shall not transmit or take any of GCX's PII out of the United States of America ("USA") to locations outside of the USA, and You shall comply with all other security and confidentiality requirements communicated to You by GCX in Your handling of GCX's PII.

GCX's Confidential Information, and that of its employees, customers, suppliers and business partners who have entrusted non-public to GCX (collectively, "Confidential Information") may be available or accessible to You in the course of Your work with GCX. You must not disclose Confidential Information to any person outside of Your company without GCX's prior written consent, except as required by law.

Examples of Confidential Information include PII as well as non-public information about GCX:

- operations, results, strategies and projections;
- business plans, business processes, and customer relationships;
- product pricing, and new product and other business initiatives;
- prospective or actual customers, customers, suppliers, re-insurers or advisors;
- technology systems and proprietary products;
- lawyer/client and other privileged communications;
- merger, acquisition, and divestiture plans, and
- customers, suppliers, and business partners who have entrusted GCX with such information.

You are responsible for protecting any Confidential Information in Your possession against theft, loss, unauthorized disclosure, access or destruction, or other misuse. To protect Confidential Information, You shall:

- only disclose Confidential Information to others, including personnel within GCX, on a need-to-know basis, or when authorized to do so;
- control access to Confidential Information by, for example, not leaving it unattended in conference rooms or discarding it in a public place; and
- refrain from discussing Confidential Information in public where You may be overheard, including in elevators, in restaurants, in taxis or on airplanes.

Your obligation to protect GCX's Confidential Information continues after Your engagement with GCX has ended. Any documents or materials containing GCX's Confidential Information must be promptly returned to GCX at the end of Your engagement or, if backed up pursuant to Your normal procedures, not accessed without GCX's prior written consent. All such Confidential Information shall be subject to all terms hereof. In the event you have an NDA in place with GCX, the terms of the NDA shall control in the event of a conflict between this Code and such NDA.

## **7. Conflicts of Interest**

You should disclose all actual or potential conflicts of interest to GCX immediately upon learning of them. Some conflicts may be permissible if they are disclosed and approved. Otherwise, conflicts should be avoided. Many situations could give rise to a conflict of interest or to the appearance of a conflict of interest, such as the following:

- using GCX property, information, or relationships for direct or indirect personal gain;
- providing gifts, entertainment, benefits, compensation, or any other advantages that could influence,

- or appear to influence, business decisions involving GCX; or
- using relationships with GCX personnel, such as a spouse, relative or close friend, to obtain work or business from GCX.

These are just examples. Since it is not possible to list all potential conflicts, You should exercise good judgment and common sense in anticipating situations that may give rise to a conflict of interest. GCX will review potential conflicts promptly upon disclosure and provide You with a determination regarding its acceptance or rejection.

## **8. Gifts and Entertainment**

Gifts and entertainment from Suppliers are only permitted under very limited circumstances. Before offering or providing anything of value (including meals and entertainment) to GCX's personnel, You should be certain that You are permitted to do so.

A "gift" is anything of value for which a person is not required to pay the retail or usual and customary cost. A gift may include, but not be limited to, meals, products, services, travel, tickets to entertainment or sporting events, or other accommodations. Any gift or entertainment provided must be reasonable and modest, considered an accepted business practice, and legal. Please refer to the Conflict of Interest section of this Code for further guidance regarding gifts and entertainment.

## **9. Honesty, Fair Dealing and Bribery and Anti-Corruption Policy**

In carrying out duties for GCX and in Your general business conduct, You should always deal fairly and honestly and shall not take unfair advantage of others through manipulation, concealment, abuse of confidential information, misrepresentation, or other unfair business practices.

Bribery, extortion, corruption, or attempts to influence people inappropriately in order to obtain a business advantage or access is prohibited. Without limiting the foregoing, You should not give, offer, or promise anything of value to anyone, whether a government official, corporate representative or other party, to influence actions or to obtain an improper advantage for Yourself, GCX, or any third party. You should maintain Your own internal policies and procedures to comply with all applicable laws pertaining to bribery and corruption.

## **10. Fraud Prevention**

In carrying out duties for GCX and in Your general business conduct, You shall not initiate, participate, or assist in fraudulent or dishonest activities. Such activities include, but are not limited to:

- theft, embezzlement or misappropriation of GCX funds or property, or the property or funds of others;
- falsification, misuse, or unauthorized removal of customer or GCX records;
- false representation or concealment of information.

## **11. Records**

GCX records include all documents and data, whether paper or electronic, that are produced or received while doing GCX business. GCX has established certain record keeping policies for document retention and destruction to comply with applicable law and business requirements. You are expected to adhere to those controls and policies as communicated to You by GCX.

You are prohibited from falsifying any record or account relating to GCX's business, its customers, suppliers, business partners, and employees. In addition, You must not conceal, destroy or alter any GCX records that are

relevant to any pending, threatened or anticipated regulatory investigation or legal proceeding. Such records must be retained until the matter is finally determined and You are otherwise instructed by legal counsel for GCX. If You believe that any GCX records in Your possession are, or may be, the subject of litigation, audit or investigation, You shall notify GCX and act in accordance with GCX's instructions. Failure to retain required GCX records may result in criminal and civil proceedings against You and/or GCX.

## **12. Communicating with Others**

Your personal communications should not identify GCX or Your engagement with or work for GCX. Do not use GCX letterhead, envelopes, fax cover sheets, or other communication materials containing GCX's name, logo or trademark for Your personal communications unless You are authorized to do so by GCX. In any personal communication with politicians, public officials, industry or professional associations, the media or the general public, You should not lead people to believe that You are expressing the views of GCX. In addition, You should not comment or provide information relating to GCX's businesses with respect to any products and/or services You provide in public forums (including internet chat rooms, bulletin boards, blogs, social and business networking sites) unless You are specifically authorized to do so by GCX. You should not make any statements on behalf of GCX.

## **13. Use of GCX Resources**

Suppliers are required to protect GCX's resources, as well as the resources of its employees, customers, suppliers and business partners. GCX resources include all equipment, supplies, letterhead, documents, data (including, but not limited to, personal data of individuals maintained on GCX's systems), mail services, phone services, e-mail and Internet access, and any other resources provided by GCX. In addition, GCX resources may include property of others that GCX has licensed, acquired, or obtained consent to use. All such GCX resources are the property of GCX. The following requirements apply with regard to your use of GCX resources:

- You shall use GCX's resources only to provide services to GCX.
- You shall comply with all direction given to You by GCX personnel with respect to Your use of GCX's resources.
- You shall use care and diligence to ensure that GCX's resources entrusted to You are secure.
- You shall not remove GCX's resources from GCX's facilities without specific written approval.
- You shall not use GCX's resources in any way that is illegal, fraudulent, or inappropriate.
- You shall immediately return all of GCX's resources to GCX upon completion or termination of Your services to GCX.
- You consent to GCX's inspection and use of any and all files, data and communications transmitted via or stored on GCX's systems or equipment, including Your personal files and e-mail messages on GCX's systems.
- You shall not download or install unapproved software on GCX's systems or equipment, remove any software from GCX's systems or equipment, or copy, reverse engineer, or use any programs on GCX's systems or equipment for any purpose other than the provision of services to GCX and with GCX's prior consent.
- You shall not disclose or provide access to GCX's resources to any third party without GCX's prior written consent.
- You shall not duplicate or use any of GCX's copyrighted or patented material without GCX's prior written consent.

## **14. GCX Intellectual Property**

GCX's intellectual property is among its most valuable assets and GCX is committed to protecting it. GCX's

intellectual property includes:

- brands, logos, slogans, domain names, business names, and other identifying features used to identify GCX, its products, or services;
- software, scripts, interfaces, documentation, advertising and marketing materials, content (such as website content) and databases;
- trade secrets, ideas, inventions, systems and business processes; and
- Confidential Information, as addressed in this Code.

You shall use GCX's intellectual property only as required to provide services to GCX. Intellectual property created while carrying out the duties of Your engagement with GCX, or using any GCX resources, is owned by GCX, unless otherwise specified in any written agreement between You and GCX.

You shall provide assistance as requested by GCX, both during and after engagement or appointment, in connection with its attempts to evidence, register or enforce its rights in such intellectual property, including the rights afforded by trademarks, copyrights and patents. GCX may require You to waive or assign all rights, title and interest in such intellectual property to GCX and You shall provide reasonable assistance to GCX in doing so.

## **15. Environmental Stewardship**

- a. GCX expects its suppliers to comply with GCX's enterprise-level environmental policy. Environmental stewardship is a key aspect of how GCX operates its business, as reflected in GCX's environmental policy. You are encouraged to implement similar environmental efforts as appropriate to your businesses and aligned with best practices locally and globally. This includes implementing processes to identify and manage risks and opportunities related to climate change. Where appropriate to the size and nature of your business, You should address the environmental impacts from Your operations including raw material usage, greenhouse gas emissions, water, waste, air quality and biodiversity.
- b. You are encouraged to track, manage, and mitigate the environmental impact of Your operations and strategies, including those of Your suppliers. Where feasible, You should take steps to incorporate how You will mitigate the impact of climate change into Your strategies and business resiliency plans, including establishing scope 1, 2 and 3 greenhouse gas (GHG) emissions reduction targets, and realizing these targets through efficiency measures, including selecting low GHG products and services, and other initiatives, where relevant and as applicable to Your operations. If requested by GCX, You will disclose energy and GHG emissions management policies and performance.
- c. You should take steps to conserve, reduce the use of, and reuse water in Your operations. You are also encouraged to manage water resources to ensure Your operations do not prevent access to sufficient safe water, sanitation, and hygiene for all users in surrounding communities, including those both up and downstream from Your facilities.
- d. You are also encouraged to take concrete steps to minimize or eliminate waste across Your operations and those of Your suppliers. You should manage any waste, and in particular hazardous waste, in a responsible manner. You should train all workers who handle waste and hazardous waste regarding how to deal with those substances and the potential hazards they present if mismanaged or mishandled.
- e. All materials You use in your work for GCX shall comply with applicable rules, laws, and regulations regarding the prohibition or restriction of specific substances to ensure safe and responsible handling, storage, movement, reuse, recycling, and disposal.

## 16. Summary

This Code cannot address every situation that may pose a legal or ethical issue. If You encounter a situation for which this Code does not provide specific guidance, the following questions may help You make the right decision:

- Is it fair and ethical?
- Is it legal?
- How would this situation be perceived by a co-worker, a customer, a stakeholder, or a regulator?
- How would this situation be perceived if it were made public?
- Are my actions consistent with the overall values described in this Code?

If You are unsure of the proper conduct in a particular situation, or would like further guidance, please contact GCX to discuss further.