



System Software Provider Requirements

Welcome to Altec!

We have a suite of online tools as well as this package of information to set you up for success. To compliment the documents in this packet, you may access additional information at <http://suppliers.altec.com>. Should you have any questions, please direct them to your Altec contact. We look forward to a long and successful relationship.

FORMS TO BE COMPLETED AND RETURNED

In order to be set up as a **System Software Provider** with Altec, the following documents are required before any purchase orders will be submitted.

- ☐ W-9 <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- ☐ Mutual Confidentiality and Nondisclosure Agreement for Information Technology and/or Information System – MCP-5037
- ☐ Supplier Self Certification and Contact Form – MCP-5010
- ☐ Accounts Payable Supplier Information (payment terms) – MCP-5012
- ☐ Vendor/Supplier Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (only for suppliers coming on Altec premises) – MCP-5023
- ☐ Supplier Code of Conduct – MCP-5042

Documents Specific to Canada

- ☐ Mutual Confidentiality and Nondisclosure Agreement for Information Technology and/or Information System Providers – MCP-5037
- ☐ Supplier Set up Information – Canada – MCP-5036
- ☐ Accounts Payable Supplier Information (payment terms) – MCP-5012
- ☐ Vendor/Supplier Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (only for suppliers coming on Altec premises) – MCP-5023
- ☐ Supplier Code of Conduct – MCP-5042



STANDARD NUMBER: MCP-5033-B

ORIGIN DATE: 07-APR-2021

REVISION DATE: 13-AUG-2024

System Software Provider Requirements

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- v. The Altec Inc. Supplier Code of Conduct
- vi. Supplier Set up Information – Canada



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System Software Provider Requirements

Revision History

REVISION LEVEL – B

REVISION AUTHOR – Jared McKay

AUTHORIZED BY – Lauren Matter

REVISION DATE – 13-AUG-2024

DESCRIPTION OF CHANGE –

- Added supplier code of conduct to document list. Updated format.
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MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FOR INFORMATION TECHNOLOGY AND/OR INFORMATION SYSTEMS PROVIDERS

This Mutual Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into effective as of the ____ day of _____, _____, by and between _____, a _____ corporation ("Company") with offices at _____, and Altec, Inc., an Alabama corporation with offices at 210 Inverness Center Drive, Birmingham, Alabama 35242 (together with its Affiliates (hereinafter defined), "Altec"). Altec, Company and their respective Affiliates are sometimes referred to herein as the "Parties" and each, together with its respective Affiliates, a "Party".

WHEREAS, Company and/or one or more of its Affiliates has provided, currently provides, or may provide goods or services to Altec and/or one or more of its Affiliates pursuant to one or more agreements between the Parties ("Contracts") or the Parties are conducting an evaluation as to the desirability of entering into such Contracts or other business relationship (the "Evaluation"); and

WHEREAS, each of the Parties or its Affiliates have had or may have access to certain Confidential Information (as defined below) of the other Party or its Affiliates in connection with the Contracts or Evaluation; and

WHEREAS, the Parties desire to provide for the non-disclosure and security of such Confidential Information as provided herein.

NOW THEREFORE, in consideration of the disclosure of Confidential Information (as defined herein) by either Party, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. As used herein:

"Affiliate" shall mean, with regard to each Party, (a) any person or entity controlling, controlled by, or under common control with such Party or (b) any partner of or joint venturer with such Party. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through ownership of voting securities or otherwise.

"Confidential Information" means, without limitation, all communications, materials, data and/or information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or that otherwise comes into the possession of the Receiving Party in connection with the Contracts or Evaluation, including, but not limited to concepts, ideas, know-how, processes, techniques, data classification techniques, data structures, technology, features and enhancements to software, business information, business plans, business systems and practices, marketing materials and plans, technical or financial information, customer information, including NPI and PHI, customer proposals, sketches, models, samples, computer programs and documentation, drawings, specifications, databases, price lists, prices, and other information, whether conveyed in oral, written, graphic, or electronic form or otherwise. For purposes of clarity, all information disclosed by one Party to the other Party shall be deemed Confidential Information whether or not the documents containing such information are labeled confidential.

"NPI" means "nonpublic personal information" as such term is defined by Title V of the Gramm-Leach-Bliley Act (Public Law No. 106-102) ("Act") and the regulations promulgated pursuant thereto which are applicable to the Disclosing Party with regard to the customers and consumers of the Disclosing Party, and such term also includes "Consumer Information," as defined by the Interagency Guidelines Establishing Information Security Standards which have been promulgated by the federal banking agencies, as amended from time to time ("Guidelines").

“PHI” means “protected health information” as such term is defined at 45 C.F.R. § 160.103, the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended from time to time.

“Representatives” shall mean, with respect to each Party, its directors, officers, members, employees, agents, contractors, subcontractors, consultants, bankers, attorneys, advisors and its or their successors and assigns.

2. All Confidential Information shall remain the exclusive property of the Disclosing Party. Each Party agrees that it will treat the Confidential Information of the other Party as confidential using reasonable safeguards against the unauthorized use or disclosure of the Confidential Information and that it will protect such Confidential Information at least as securely as it protects its own proprietary and confidential information, which in any event shall not be less than a reasonable standard of care.

3. Each of Company and Altec agrees (i) to keep the other Party’s Confidential Information confidential and to use such Confidential Information solely for the purpose of performing the Evaluation or the Contracts, and not for any other purpose; and (ii) not to distribute, disclose, reverse engineer, or disseminate Confidential Information of the other Party to anyone except its Representatives who are involved in the consideration or performance of the Evaluation or Contracts and who have a need to know such Confidential Information in connection with the Evaluation or Contracts.

Company further agrees that neither it nor its Representatives shall disclose to any person that (i) the Confidential Information of Altec exists or has been made available to Company, (ii) Altec is or may be engaged in an Evaluation, or (iii) discussions or negotiations have taken, are taking, or may take, place concerning the Contracts or Evaluation. Company may not use or display the trademark or service mark which identifies or distinguishes Altec or the goods or services of Altec without Altec’s prior written consent.

Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply a commitment by either Party with respect to present nor future business arrangements or other subject matter not expressly set forth herein.

4. This Agreement shall not apply to Confidential Information that:

- (a) is now, or in the future becomes, generally available to the public, other than as a result of a disclosure by or through the Receiving Party or its Representatives (except to the extent it is NPI or PHI); or
- (b) is known, or becomes known, to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided such source is not bound by a confidentiality agreement with the Disclosing Party or is not otherwise prohibited from transmitting the information by a contractual, legal or fiduciary obligation; or
- (c) is independently developed by the Receiving Party without use or reference to the Disclosing Party’s Confidential Information and by personnel of the Receiving Party who did not have access to the Confidential Information of the Disclosing Party.

Either Party may disclose Confidential Information of the other Party as may be required by law (by deposition, interrogatory, request for documents, subpoena, or similar demand); provided that, to the extent legally permissible, the Receiving Party gives the Disclosing Party prompt written notice of the existence, terms and circumstances surrounding such requirement and reasonably assists the Disclosing Party (at the Disclosing Party’s sole expense) in seeking a protective order or other appropriate remedies to maintain such Confidential Information in confidence as herein provided.

5. To the extent that Confidential Information is NPI, the following provisions shall apply. The Receiving Party agrees that it will implement or has implemented security measures designed to: (i) ensure the security and confidentiality of NPI; (ii) protect against any anticipated threats or hazards to the security or integrity of NPI; (iii) protect against unauthorized access to or use of NPI that could result in substantial harm or inconvenience to any consumer; and (iv) ensure proper disposal of NPI. The Company acknowledges that it is Altec’s practice to monitor its service providers’ compliance with the Act and this Agreement when such monitoring is indicated by Altec’s risk assessment. The Company agrees that it will cooperate with Altec in its efforts to so monitor Company’s information



security systems, measures and procedures, including those related to proper disposal of such information and, if requested, will provide Altec with the results of information security tests and audits conducted by or on behalf of the Company.

To the extent Confidential Information is PHI, in Addition to this Agreement the Parties will enter into a Business Associate Agreement as required under HIPAA and in form reasonably acceptable to the Parties.

6. Each of Company and Altec shall have in place or shall enter into agreements obligating its parent, divisions, subsidiary companies, partners, contractors, subcontractors and consultants that will have access to the Disclosing Party's Confidential Information to safeguard the Disclosing Party's Confidential Information consistent with the terms of this Agreement. With respect to Representatives, each of the Company and Altec shall advise their respective Representatives who will have access to the Confidential Information of the other Party as to their obligations contained herein. Company and Altec shall be responsible for any breach of the provisions of this Agreement resulting in the unauthorized disclosure or use of Confidential Information by their respective Representatives and/or Affiliates.

7. Except as expressly provided herein, no property rights, by license, or otherwise, are granted hereunder by the either Party to any Confidential Information or any patent, patent application, trademark, copyright, software or trade secret.

8. In connection with an Evaluation only, ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." Neither Party has made or makes any express or implied representation or warranty herein as to the accuracy or completeness of the Confidential Information disclosed by the Disclosing Party in connection with an Evaluation, and each Party agrees that neither Party shall have any liability hereunder to the other Party resulting from the use of or reliance upon, or for any errors in or omissions from, the Confidential Information in connection with an Evaluation. THE SECTION 8 SHALL NOT BE APPLICABLE TO CONFIDENTIAL INFORMATION PROVIDED IN CONNECTION WITH A CONTRACT, AND THE PROVISIONS OF THE CONTRACT RELATING TO REPRESENTATIONS AND WARRANTIES RELATED TO CONFIDENTIAL INFORMATION PROVIDED WITH RESPECT TO A CONTRACT SHALL CONTROL.

9. Any modifications or amendment to this Agreement must be in writing and signed by an authorized representative of each Party. No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver thereof. Any waiver of any of the terms and conditions of the Agreement shall not operate as a waiver of any other breach of such terms or conditions, or any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision hereof.

10. This Agreement and Company's and Altec's obligations with respect to the other Party's Confidential Information shall survive the termination or expiration of an Evaluation or Contract and shall remain in full force and effect until, and then only to the extent, that such information no longer constitutes Confidential Information hereunder. At the Disclosing Party's request, on the termination or expiration of an Evaluation or Contract or otherwise at the Disclosing Party's written request, the Receiving Party shall return or destroy all Confidential Information of the Disclosing Party in its possession or under its control and shall delete and erase from its systems all Confidential Information of the Disclosing Party. The Receiving Party shall cause its officer to certify in writing to the Disclosing Party that all such Confidential Information has been returned or destroyed or deleted and erased from its systems, as applicable. No such return or destruction will affect any of the Receiving Party's remaining obligations under this Agreement. Nothing in this Section shall diminish or abrogate the rights of Altec in any goods or services purchased or licensed from Company, and the rights therein shall be governed by the terms of the applicable Contract(s).

11. This Agreement shall be governed and construed in accordance with the laws of the State of Alabama without regard to its conflict of laws principles. If any clause, provision or term of this Agreement is declared illegal, invalid, or unenforceable under applicable present or future laws, then the remainder of this Agreement shall not be affected and, in lieu of any such clause, provision, or term, there shall be added as a part hereof a substitute clause, provision or term as similar in substance to such illegal, invalid or unenforceable clause, provision or term as may be possible. This Agreement may not be amended or modified except by a written agreement executed by the Parties.



12. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party. It is understood that the Disclosing Party may institute appropriate proceedings against the Receiving Party to enforce its rights hereunder and that money damages alone may not be a sufficient remedy for any violation of the terms of this Agreement. Accordingly, in addition to damages the Disclosing Party shall be entitled to seek equitable relief, including specific performance and injunctive relief as remedies for any violation of this Agreement by the Receiving Party or its Representatives. These remedies shall not be deemed to be the exclusive remedies for a violation of this Agreement, but shall be in addition to all other remedies available to the Disclosing Party at law or in equity. It is specifically understood and agreed that any limitations of liability in any Contract(s), shall not apply to claims for breach by the Receiving Party or its Representatives of its obligations hereunder with respect to the Disclosing Party's Confidential Information, including any breach of the terms and provisions of this Agreement.

13. The Parties each represent and warrant that the person executing this Agreement on its behalf has authority to do so on behalf of such Party, and on behalf of such Party's Affiliates, and this Agreement constitutes the legal, valid and binding obligations of such Party and its Affiliates and is enforceable against them in accordance with its terms.

14. This Agreement may be executed in counterparts (including by facsimile or electronic signatures), each of which shall be deemed to be an original, and all of which together shall constitute the same instrument. This Agreement shall become effective as of the date first set forth above.

15. Exchange of Confidential Information under this Agreement is subject to all applicable export laws and regulations. Unless provided for in a separate agreement, the Parties shall not disclose any Confidential Information requiring an authorization to be exported unless the authorization is required solely for export to countries subject to trade sanctions.

Altec:

Company:

ALTEC, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Supplier Self Certification and Contact Form

Company Name:			
d/b/a:			
Company Physical Location Address(street):		Company Mailing Address (street):	
City:		City:	
County:		County:	
State:	Zip Code:	State:	Zip Code:
D-U-N-S Number:		NAICS Number(s):	
Federal Employer Identification Number (FEIN):			
Company Contact:		Phone Number:	
Company Contact Email:			
Please check one: ☐ Small Business (as Defined by the SBA) ☐ Other than Small Business - This would include non-profit organization, governments, individual reimbursements, and for profit organizations which do not meet the definitions of a small business establish by the SBA.		For additional information, please go to the website below: https://www.sba.gov/	
☐ Large Business – Per FAR 19.704...that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan ...)			
Are you a new supplier? ☐ Yes ☐ No		If yes, please provide Altec contact name:	
1. Minority-Owned (If you answer "yes," please attach verification) ☐ African American ☐ Alaskan-Native American ☐ Asian Pacific American ☐ European American ☐ Hispanic ☐ Other _____		☐ Yes ☐ No	Certification Expiration Date:
2. Women-Owned (As Defined by the SBA)		☐ Yes ☐ No	Certification Expiration Date:
3. Veteran-Owned Small Business (As Defined by the SBA)		☐ Yes ☐ No	Certification Expiration Date:
4. Service-Disabled Veteran-Owned Small Business (If you answer "yes," please attach verification)		☐ Yes ☐ No	Certification Expiration Date:
5. Small Disadvantaged Business (If you answer "yes," please attach verification)		☐ Yes ☐ No	Certification Expiration Date:
6. Is your Business Located in a HubZone (If you answer "yes," please attach verification)		☐ Yes ☐ No	Certification Expiration Date:
7. Is your Company currently listed in the CCR database? (For additional information, please go to the website below) https://uscontractorregistration.com/		☐ Yes ☐ No	Certification Expiration Date:
<i>Under 15 U.S.C. 645(D), Any Person Who Misrepresents Its Size Status Shall (1) Be Punished By A Fine, Imprisonment, Or Both; (2) Be Subject To Administrative Remedies; And (3) Be Ineligible For Participation In Programs Conducted Under The Authority Of The Small Business Act.</i>			
Signature		Title	
Date of Completion			



PROCEDURE NUMBER: MCP-5010-D

ORIGIN DATE: 11-DEC-2017

REVISION DATE: 18-JUL-2023

Ownership

If changes are required, work with the groups listed below to update.

Owner

Corporate Procurement

Approval Authority

Corporate Procurement

Revisions

Revision Date: (11-DEC-2017) -- Revision Level: **B**

Authorized By: Loni Wood

Change Summary: Fixed typo.

Revision Date: (28-MAR-2018) -- Revision Level: **C**

Authorized By: Loni Wood

Change Summary: changed Taxpayer Identification Number (TIN) to Federal Employer Identification Number (FEIN)

Revision Date: (18-JUL-2023) -- Revision Level: **D**

Authorized By: Jake Hedding

Change Summary: Reaffirmed.



Accounts Payable Supplier Information

Please attach a copy of your company's signed W-9 for Taxpayer Identification Number Certification, Pursuant to IRS Code IRD 6041. Altec is required to have this form on file prior to issuing any checks for payment of services/goods rendered. In addition to completing this, please complete our ACH Enrollment form if you are interested in receiving payment electronically.

Payment Information

Company Name (as shown on your invoice):		
Mailing Address:		
City:	State:	Zip:
Remittance Address:		
City:	State:	Zip:
Remittance Email Address:		
Telephone Number:	Fax Number:	
DUNS#		
Payment Terms:		
Payment Terms Authorized By:		
Printed Name	Signature	

Contact Information

Contact Name:
Title:
Email Address:
Telephone Number:

Please email completed form to: APSupplierCommunications@altec.com

S CORP 2012 IRS REQUIRES THAT TAX EXEMPTION DOCUMENTATION BE PROVIDED IF APPLICABLE. ATTACH FOR OUR FILES.

Revisions

Revision Date: (31-JAN-2018) -- Revision Level: **A**

Authorized By: Loni Wood

Revision Date: (07-MAY-2018) – Revision Level: **B**

Authorized By: Loni Wood

Change Summary: Added signature line. Removed Ownership, Owner, and Approval Authority

Revision Date: (10-MAY-2018) – Revision Level: **C**

Authorized by: Loni Wood

Change Summary: formatting change

Revision Date: (26-SEP-2019) – Revision Level: **D**

Authorized by: Nicole Glidewell

Change Summary: corrected email address

Revision Date: (16-OCT-2024) – Revision Level: **E**

Authorized by: Aretha Sapp

Change Summary: Reaffirmed content.

VENDOR/SUPPLIER RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

THE UNDERSIGNED individual or entity, for himself, herself or itself and including his, hers or its employer, employees, representatives, agents, heirs, next of kin, successors and assigns ("**Vendor**") desires access to certain premises and property ("**Property**") of Altec, Inc., including that of its affiliates or subsidiaries ("**Altec**"). IN CONSIDERATION of being permitted to access or use any such Property and any tangible or intangible value that Vendor may gain from such access or use for any purpose, Vendor hereby agrees to the following:

1. HEREBY acknowledges, agrees, and represents that Vendor has or will immediately upon accessing, entering or using any such Property, and will continuously thereafter, inspect such Property which Vendor accesses, enters or uses and, if at any time Vendor considers anything to be unsafe, will immediately advise the appropriate representative of Altec of such and, if necessary for his safety or for the safety of others, will leave such Property, cease using such Property or otherwise distance himself/herself from the perceived hazard.

2. HEREBY further acknowledges, agrees and represents that Vendor is qualified to operate any and all equipment, machinery, or tools (including those of Altec) while on such Property and Vendor operates such, at his/her own risk. Additionally, any damage to Altec's equipment, machinery, assets, property or tools by Vendor, including any employee, representative or agent of Vendor, will be the sole responsibility of Vendor, including any employer of Vendor.

3. HEREBY acknowledges, agrees, represents and covenants that any service or labor furnished by Vendor, including his/her or its employees', representatives' or agents', are and will be performed in compliance with all applicable international, federal, state, local and other laws, rules, regulations, and ordinances, including, without limitation: (a) the Fair Labor Standards Act; (b) Equal Employment Opportunity Acts, including without limitation, Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974 and their implementing regulations; (c) OSHA and all standards, rules regulations, and orders issued pursuant thereto; and (d) all other federal and state occupational safety and health statutes, the provisions of which are substantially the same as those found in the OSHA or administered by any state pursuant to OSHA. Vendor shall not discriminate against any person because of race, creed, color, national origin, religion, age or sex in any term or condition of employment in violation of any state or federal laws. Vendor will give all notices required by law bearing on the performance of services or labor or Vendor's employment practices. Vendor shall secure all necessary governmental authorizations, licenses, and permits applicable to the provision of any goods to be supplied and/or the services to be performed at such Property and shall, upon request, furnish Altec with copies thereof and with satisfactory proof of compliance with any designated law, rule or regulation. If any service or labor involves or requires Vendor to transport or dispose of any material or waste, prior to beginning such services, Vendor will furnish Altec with copies of all applicable or required permits and licenses and notify Altec in writing of the final and any interim destination of the material or waste, including in such notice verification that the place of disposal is validly authorized and permitted to accept the material or waste. Vendor shall comply with all applicable international trade laws, including but not limited to laws and regulations regarding export controls, economic sanctions, trade embargoes and anti-boycott restrictions, and all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (as amended) and the United Kingdom Bribery laws.

4. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Altec, its affiliates and subsidiaries, and their respective directors, managers, shareholders, members, officers, agents, and employees ("**Releasees**") from any and all liability to Vendor, including any applicable employer, employee, representatives, agent, heir, next of kin, or permitted successor or assign, for any and all loss or damage, and any claim or demand therefor, on account of injury to person or property, including, but not limited to death of Vendor, his/her or its employees, representatives or agents, arising out of or related to Vendor's access to, presence on or use of such Property, the condition of such Property, activities on such Property, and equipment, furnishings, or structures on such Property, whether caused by the negligence of any Releasee or otherwise.

5. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS each Releasee from any and all losses, liabilities, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the costs of enforcing any right to indemnification or the costs of pursuing any insurance provider, arising out of or related to Vendor's access to, presence on or use of such Property, the condition of such Property, activities on such Property, and equipment, furnishings, or structures on such Property, whether caused by the negligence of any Releasee or otherwise.

6. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related Vendor's, his/her or its employees', representatives' or agents', access to, presence on or use of such Property, the condition of such Property, activities on such Property, and equipment, furnishings, or structures on such Property, whether caused by the negligence of any Releasee or otherwise.



7. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by any Releasee, including, but not limited to, negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which such Property is located, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

8. HEREBY acknowledges and agrees that Vendor will be required to submit a Certificate of Insurance to Altec prior to Vendor's accessing, entering or using such Property, and Vendor shall require any sub-contractor used by Vendor to obtain and maintain the insurance coverages and to follow the same insurance requirements required by Altec of Vendor.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

IF VENDOR IS AN INDIVIDUAL:

Signed: _____ Date: _____

Printed Name: _____

IF VENDOR IS OR REPRESENTS AN ENTITY:

Vendor Entity Name: _____

Signed: _____ Date: _____

Printed Name: _____

Title: _____

Revisions

Revision Date: (18-JUN-2018) -- Revision Level: **A**
Authorized By: Loni Wood

Revision Date: (07-SEP-2018) -- Revision Level: **B**
Authorized By: Loni Wood

Change Summary: Added section 3 to reflect OSHA requirements. Removed "the Releasees and each of them from any loss, liability, damage or cost" to "each Releasee from any and all losses, liabilities, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the costs of enforcing any right to indemnification or the costs of pursuing any insurance provider" in section 5. Added section 8 to reflect insurance requirements. Added additional signature lines

Revision Date: (20-NOV-2023) -- Revision Level: **C**
Authorized By: Jake Hedding
Change Summary: Document reaffirmed without changes.



The Altec, Inc. Supplier Code of Conduct

1. SCOPE

1.1. The Altec, Inc. Supplier Code of Conduct (the “Code”) contains principles to promote ethical conduct in the workplace, safe working conditions, protection of confidential and proprietary information, treatment of workers with respect and dignity and responsible business practices. As used in this Code, “Supplier” refers to any entity providing products, people, or services to Altec, including its subcontractors.

1.2. Altec expects Suppliers to fully comply with all applicable laws and regulations. Where this Code sets higher standards than what the law provides, Altec expects its Suppliers to adhere to the higher standards. This Code supplements, but does not supersede, the contracts between Altec and the Supplier.

2. CONTENT

2.1. Anti-Bribery/Anti-Corruption: Suppliers will not engage in corruption or commercial bribery, extortion, embezzlement, fraud, deception, collusion, cartels, abuse of power, money laundering, or similar misconduct in any form. Suppliers shall not offer, authorize or receive bribes, kickbacks or any other improper payment (e.g. facilitation payment) for the purposes of obtaining or retaining business with Altec or for any other reason relating to Altec business.

2.2. Fair Business Practices: Suppliers must operate with integrity in the marketplace and compete based on the merits of the products or services they provide. Suppliers will be committed to competing with honesty, fairness and in compliance with all antitrust and fair competition laws in all countries where they conduct business.

2.3. Advertising, Sales, and Marketing: Altec expects Suppliers to uphold fair business standards in advertising, sales and marketing. A Supplier may reference Altec, its name, logo, or services in advertising, marketing, or promotional activities only with prior written approval from the General Counsel, Altec, Inc.

2.4. Gifts and Entertainment: Suppliers are expected to compete based on the merit of their products and services, not through gifts, entertainment, or other business courtesies. Suppliers must never place themselves or Altec under obligation at any time by accepting or offering gifts and gratuities of value. Before giving a gift to any Altec team member, please check with the team member to confirm that the Altec rules permit accepting the gift offered.

2.5. Conflicts of Interest: Altec team members may not have a direct or indirect personal or financial interest in a Supplier. Actual or potential conflicts of interest must be disclosed by the Supplier and the Altec team member to the Altec Chief Ethics & Compliance Officer.

2.6. Fraud: Suppliers must never knowingly seek to gain any advantage of any kind by acting fraudulently, deceiving people or making false claims, or allowing anyone else



The Altec, Inc. Supplier Code of Conduct

to do so. This includes defrauding or stealing from Altec, a customer or any third party, and any other form of misappropriation of property.

2.7. Sub-Contractors: Supplier must maintain adequate controls over their subcontractors to ensure the integrity of the overall product or service supplied. It is expected that Suppliers will deploy expectations and controls to their supply chain that is similar in rigor to this Code.

2.8. Trade Compliance: Supplier will comply with all applicable import, export and other trade laws and restrictions.

2.9. Information Disclosure: Suppliers must accurately record and disclose information regarding their business activities, financial situation, and performance in accordance with applicable laws and regulations.

2.10. Confidentiality: Suppliers must respect intellectual property rights and safeguard all confidential and proprietary information belonging to Altec.

2.11. Data Protection: Suppliers must comply with all applicable data protection laws, regulations, and directives.

2.12. Environmental Permits and Reporting: Altec expects Suppliers to demonstrate a commitment to responsible environmental stewardship. Suppliers must obtain, maintain, and keep current all required environmental permits, licenses, and registrations and follow all required reporting and operational requirements of such permits.

2.13. Product Quality and Safety: Supplier will deliver all products and services meeting the safety and quality standards required by Altec and applicable law.

2.14. Labor Standards: Supplier will ensure that its employees work in compliance with all applicable wage and hour laws and industry standards. Supplier must not use or in any other way benefit from forced labor. Supplier will not use child labor, any form of slave, forced or compulsory labor, including involuntary prison labor. Supplier will comply with all applicable anti-discrimination, anti-harassment and all other employment laws.

2.15. Health and Safety: Suppliers must be committed to the safety and health of their employees and conform to all applicable health and safety laws and regulations, as well as applicable industry codes. Suppliers should have a program or mechanism(s) to enforce and monitor compliance with health and safety requirements.

2.16. Alcohol and Drugs: Suppliers must not engage in any work for or on behalf of Altec, while under the influence of alcohol or other substances that may impair the ability to work safely. In addition, suppliers may not possess illegal drugs or controlled substances while on Altec premises or while conducting business with or for Altec.

2.17. Gambling: Gambling, including games of chance, is not allowed on Altec premises.



The Altec, Inc. Supplier Code of Conduct

2.18. Raising Concerns: Altec firmly believes that its Suppliers operate with the same high ethical standards as we do. There may be isolated situations where this is not the case. Since Altec is not always in a position to know when this is or has occurred, Suppliers should report any suspected unethical behavior to the Altec General Counsel at the email address noted below.

2.19. Audits, Assessments and Corrective Action: Altec reserves the right to verify through an audit or otherwise, the Supplier's compliance with this Code. Suppliers shall conduct periodic self-evaluations to verify Supplier's compliance with applicable laws and regulations and the principles set forth in this Code. Suppliers shall have a process for timely correction of any deficiencies identified by an internal or external audits, assessments, or inspections. Altec reserves the right to terminate an agreement with any Supplier who does not comply with this Code.

3. Ownership:

3.1. Commodities

3.2. Chris Harmon, Senior Vice President and General Counsel

E-mail: Chris.Harmon@altec.com

(Signature page on following page)



DOCUMENT NUMBER: MCP-5042-A

ORIGIN DATE: 17-JUL-2024

REVISION DATE: 17-JUL-2024

The Altec, Inc. Supplier Code of Conduct

ACKNOWLEDGED AND ACCEPTED BY SUPPLIER:

ACKNOWLEDGED AND ACCEPTED BY ALTEC:

Supplier: _____

Altec Industries, Inc.

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



DOCUMENT NUMBER: MCP-5042-A

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The Altec, Inc. Supplier Code of Conduct

Revision History

REVISION LEVEL – A

REVISION AUTHOR –Chris Harmon

AUTHORIZED BY – Jake Hedding

REVISION DATE – 17-JUL-2024

DESCRIPTION OF CHANGE – RELEASE.



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SUPPLIER SET UP INFORMATION – CANADA

COMPANY NAME: _____

REMIT TO ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ GST #: _____

CONTACT NAME (ACCOUNTING): _____

PHONE: _____ EMAIL: _____

Request Type: (MUST check one)

Chassis Dealer _____ Non-Profit _____

Government Entity _____ Unit Parts Supplier _____

Freight Company _____ Utility _____

Tax Authority _____ Warranty _____

Non-Unit Service Provider _____ Unit Service Provider _____

Organization Type: (MUST check one)

Corporation _____ Individual _____

Foreign Corporation _____ Partnership _____

Foreign Government _____ Foreign Individual _____

Foreign Partnership _____ Government Agency _____

Payment Terms: _____

Comments: (reason needed, what we purchase/reason we pay)

Please complete ALL areas and return to your Altec Representative