

## Magellan Federal Supplier Code of Conduct

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We conduct our business with the highest levels of integrity and provide quality products and services for our customers while following all applicable laws, regulations, and standards of business conduct, avoiding even the appearance of impropriety. We expect the same commitment from our Suppliers, Vendors, Subcontractors, Partners (collectively “Suppliers”). Magellan Federal will work its Suppliers to ensure that these standards are maintained throughout the supply chain.

The Magellan Federal Supplier Code of Conduct expresses the expectations we hold for our Suppliers and mirrors the standards we set for our own employees. To the extent of any conflict between this Supplier Code of Conduct and any other transactional document entered into by Magellan Federal and Supplier, the Magellan Federal Supplier Code of Conduct shall control.

All Suppliers are expected to comport with the Magellan Federal Supplier Code of Conduct at all times.

### 1. LAWS, REGULATIONS, AND CONTRACTS

We expect our suppliers to maintain full compliance with all laws and regulations applicable to their business. Suppliers must comply with all flow down terms, conditions, and other provisions specified in Magellan Federal purchase orders and subcontracts.

#### a. Maintain Accurate Records

We expect suppliers to create accurate records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. When a record is no longer needed to conduct current business, records should still be retained based on the applicable retention requirements. Suppliers performing as U.S. Government contractors (whether direct or indirect) must comply with the requirements in FAR 4.703.

We expect our Suppliers to accurately record, maintain and report business documentation, including but not limited to, financial accounts, quality reports, time records, expense reports, resumes and submissions to Magellan Federal, the customer or regulatory agencies.

#### b. Assurance of Compliance

Upon reasonable request, Suppliers shall provide Magellan Federal with assurances of Supplier’s compliance with its Agreement and Magellan Federal Policies and Procedures. Reasonable assurances include, but are not limited to, Supplier’s response to annual surveys issued by Magellan Federal related to its provision of goods or services, certain contract requirements and/or the Agreement generally.

### 2. ANTI-CORRUPTION

Our suppliers must comply with the anti-corruption laws, directives and/or regulations that govern operations in the countries in which they do business, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. We require our Suppliers to refrain from offering or making any improper payments of money or anything of value to government officials, political parties, candidates for public office, or other persons. We expect our Suppliers to exert due diligence to prevent and detect corruption in all business arrangement, including partnerships, joint ventures, offset agreements, and the hiring of consultants.

**a. Illegal Payments**

Our Suppliers must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives or others. The receipt, payment and/or promise of monies or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is prohibited. This prohibition applies even in locations where such activity may not violate local law.

**b. Fair Competition/Anti-Trust**

We expect our Suppliers to conduct business in accordance with all applicable anti-trust or anti-competition laws and regulations. This includes avoiding business practices such as entry into arrangements that unlawfully restrain competition; improper exchange of competitive information; price fixing, bid rigging, or improper market allocation.

**c. Gift/Business Courtesies**

We expect our Suppliers to compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage. In any business relationship, our Suppliers must ensure that their offering or receipt of any gift or business courtesy is permitted by law and regulation, and that these exchanges do not violate the rules and standards of the recipient's organization and are consistent with reasonable marketplace customs and practices.

**d. Insider Trading**

Our Suppliers and their personnel must not use material, non-publicly disclosed information obtained during their business relationship with us as the basis for trading or for enabling others to trade in the securities of our company or those of any other company.

**3. EMPLOYEE, SAFETY, HEALTH & LABOR PRACTICES**

**a. Substance Abuse**

We expect our Suppliers to maintain a workplace free from illegal use, possession, sale, or distribution of controlled substances.

**b. Harassment**

We expect our Suppliers to ensure that their employees are afforded an employment environment that is free from physical, psychological, and verbal harassment or other abusive conduct.

**c. Non-Discrimination**

We expect our Suppliers to provide equal employment opportunity to employees and applicants for employment, without regard to race, ethnicity, religion, color, sex, national origin, age, military veteran status, ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, or mental or physical disability, so long as the essential functions of the job can be competently performed with or without reasonable accommodation.

**d. Weapons Prohibition**

Weapons are prohibited anywhere on Magellan Federal property – including buildings, lockers, desks, workspaces, storage areas, parking lots/garages, and company owned vehicles. In addition, weapons

may not be kept in personal vehicles being used for Magellan Federal business. Weapons include, but are not limited to, guns, knives, and ammunition.

#### 4. HUMAN RIGHTS

We expect our Suppliers to treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all, and foster an inclusive and ethical culture.

##### a. Human Trafficking

We expect our Suppliers to not engage in the use of forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery, or trafficking of persons. This includes transporting, harboring, recruiting, transferring, or receiving vulnerable persons by means of threat, force, coercion, abduction, or fraud for the purpose of exploitation.

##### b. Child Labor

We expect our Suppliers to ensure that child labor is not used in the performance of work. The term “child” refers to any person under the minimum legal age for employment where the work is performed.

#### 5. ENVIRONMENTAL RESPONSIBILITY

We expect our Suppliers to operate in a manner that actively manages risk, conserves natural resources, and protects the environment. We expect our Suppliers to comply with all applicable environmental, health and safety laws, regulations, and directives. Suppliers should protect the health, safety, and welfare of their people, visitors, and others who may be affected by their activities.

#### 6. ETHICS PROGRAM EXPECTATIONS

##### a. Whistleblower Protection

We expect our Suppliers to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. We expect our Suppliers to take action to prevent, detect, and correct any retaliatory actions.

##### b. Reporting

Suppliers must report any actual or suspected violations to the Magellan Federal Local Compliance and Ethics Officer, or via the Corporate Compliance Hotline: 1-800-915-2108, or electronically at [www.mycompliancereport.com](http://www.mycompliancereport.com) then enter MGH as the corporate code.

##### c. Consequences for Violating Code

In the event of a violation of any of the expectations contained herein, we may pursue corrective action to remedy the situation. In the case of a violation of law or regulation, we may be required to report those violations to proper authorities. We reserve the right to terminate our relationship with any suppliers under the terms of the existing procurement/purchasing contract.

##### d. Ethical Policies

Commensurate with the size and nature of their business, we expect our Suppliers to have management systems in place to support compliance with laws, regulations, and the expectations related to or addressed expressly within this Supplier Code of Conduct. We encourage our Suppliers to

implement their own written code of conduct and to flow down the principles of a code of conduct to the entities that furnish them with goods and services.

## **7. CONFLICTS OF INTEREST**

We expect our Suppliers to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest in their dealings with our company. We expect our Suppliers to provide immediate notification to all affected parties if an actual or potential conflict of interest arises. This includes a conflict between the interests of our company and personal interests or those of close relatives, friends, or associates.

## **8. INFORMATION PROTECTION**

### **a. Confidential/Proprietary Information**

We expect our Suppliers to properly handle sensitive information, including Protected Health Information (PHI) and Personally Identifiable Information (PII), confidential, proprietary, and personal information. Information should not be used for any purpose (e.g., advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorization from the owner of the information.

### **b. Intellectual Property**

We expect our Suppliers to respect and comply with all the laws governing intellectual property rights, assertions, including protection against disclosure, patents, copyrights, and trademarks.

### **c. Information Security**

Suppliers must protect the confidential and proprietary information of others, including personal information, from unauthorized access, destruction, use, modification and disclosure, through appropriate physical and electronic security procedures. Suppliers must comply with all applicable data privacy laws. Suppliers shall assure extension of this requirement to all sub-tier sources they employ.