



Partner Code of Conduct

For Partners of Sterling Computers Corporation and its subsidiaries ("Sterling")



YOUR **TRANSFORMATIONAL** PARTNER

INTRODUCTION



I. INTRODUCTION

Sterling is steadfast in its belief in doing business in accordance with Sterling's values, culture, and in full compliance with all legal obligations. Sterling is committed to conducting its global business with the highest ethical standards and treating others with respect and integrity. Sterling's own Code of Business Ethics and Conduct defines the principles that Sterling regards as fundamental for business ethics and socially responsible behavior and is the basis for this Partner Code of Conduct ("Code"). This Code embodies the foundational values of what the company calls "The Sterling Way," which is comprised of the four defining principles with which Sterling conducts business: **Ethical, Consistent, Transparent, and Predictable.**

Specifically, business conduct must adhere to all legal obligations in a **consistent** pattern by demonstrating fair dealings and **transparency** in all commercial activities. Business must also be handled in a **predictable** and professional manner by treating partners, suppliers, customers, employees, and others with integrity and **ethical** consideration.

II. APPLICABILITY AND SCOPE

This Code applies to all distributors, manufacturers, suppliers, service providers, teammates, independent contractors, subcontractors, and other business partners of Sterling, including partners both upstream and downstream in the supply chain (referred henceforth as "Partner" or "Partners"). The Code addresses the obligations each Partner must satisfy within the areas of business ethics, human rights, health and safety, employee relations, business practices, and community involvement. Each Partner is responsible for maintaining compliance with these standards throughout its operations and supply chain, including—but not limited to—facilities, manufacturing, distribution, packaging, sales, marketing, and product safety.

III. STATEMENT OF PRINCIPLES AND EXPECTATIONS

Sterling acknowledges the various legal and cultural environments in which Partners operate, yet Partners are always expected to maintain the highest standards of business ethics while familiarizing and complying with all relevant laws in order to retain their status as Partners. Complying with this Code is a condition of doing business with Sterling. Failure to do so may subject both Sterling and Partner to civil and/or criminal penalties, jeopardize Partner's relationship with Sterling, and potentially subject Partner to legal actions from Sterling. It is the responsibility of each Partner to comprehend the Code, implement applicable policies, and establish monitoring practices to ensure that all of Partner's employees, independent contractors, consultants, and all other parties for whom Partner does business (or who conduct business on Partner's behalf) to understand and comply with this Code.

IV. ETHICAL AND LEGAL COMPLAINTS

Sterling utilizes equitable and objective criteria to determine its Partners. Sterling conducts risk-based due diligence to carefully choose its Partners while focusing on qualifications including—but not limited to—integrity, reputation, reliability, pricing, quality, legal compliance, and ethical business conduct.

Sterling has a zero-tolerance policy prohibiting all forms of corruption, bribery, extortion, kickbacks, facilitation payments, and embezzlement. Partners are strictly prohibited from promising, offering, authorizing, giving, or accepting anything of value—either directly or indirectly via a third party—in order to obtain (or retain) business, direct business to any person, or otherwise gain an improper advantage. Without exception, Partners must conduct their activities in full compliance with the anti-corruption and anti-bribery laws of the country, or countries, in which they are operating, including—but not limited to—the United States Foreign Corrupt Practices Act (FCPA), the United Kingdom Bribery Act, and the principles of the OECD Convention on Combating Bribery of Foreign Public Officials (collectively, “Anti-Corruption Laws”).



Avoid Conflict of Interest. Partners must be conscious to avoid any business activities that could create a conflict of interest during their business operations as a Partner and/or during their separate duties or obligations to provide independent advice regarding products, services, and other business activities. In order to avoid actual, apparent, or potential conflicts of interest, Partners are restricted from operating as an agent (or collecting an agent commission, fee, or any other type of compensation from Sterling) when they are under a separate duty or obligation to provide unbiased, independent advice to a customer regarding the products or services being acquired.

Accurate Record Keeping. Accurate records are critical to meeting legal, financial, and managerial obligations. Partners are obligated to maintain and provide, upon request, complete and accurate books and records regarding any and all transactions or other expenditures with respect to any business relating to Sterling. Moreover, Partners are explicitly forbidden from engaging in false and/or misleading accounting practices.

Gifts and Hospitality. Gifts or hospitality should never be offered or provided under circumstances that create the appearance of impropriety. All gifts, meals, travel, or entertainment offered or provided by a Partner must comply with Anti-Corruption Laws.

Money Laundering. Partners may not engage in (or assist others in concealing) any money laundering practices. The following scenarios are a few examples of circumstances that warrant further investigation of a Partner: (a) efforts to make substantial payments in cash; (b) payments by a person who is not a party to the contract; (c) efforts to pay more than the amount provided for in the contract; (d) payments made from nonbusiness accounts; and (e) payments made in a currency other than what was specified in the contract.

Third Parties. Partners must not engage or contract with any third party regarding any Sterling-related business who engages in (or is suspected of) improper conduct that may violate Anti-Corruption Laws. Partners shall conduct appropriate risk-based analysis on any third party with whom the Partner may engage regarding Sterling-related business.

ANTI-TRUST AND COMPETITION LAWS

Partners must uphold fair business standards in advertising, sales, and competition. Sterling diligently observes all applicable antitrust and competition laws ("Competition Laws") of all countries in which it conducts business, and therefore expects Partners to share in its commitment to fair trading. The Competition Laws prohibit actions that are deemed to unreasonably restrain trade, such as price fixing or customer allocation. Unfair methods of competition and deceptive practices involving Sterling-related business are strictly prohibited. Partners may not discuss or enter into an agreement with any competitor regarding (a) price; (b) matters affecting price (changes or stabilization); (c) production levels; (d) inventory levels; (e) bids; or (f) division of sales territory, products, customers, or suppliers. Partners must ensure compliance with all competition and trade practices laws or regulations applicable to their business activities.

Partners who collect information on customers and markets in which they operate must do so only through legal means. Partners must not seek business intelligence by illegitimate or unethical methods.

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TRADE RESTRICTIONS, CONTROLS, AND CUSTOMS



Partners must become familiar with and, when transacting business as a Partner, comply with export, import, and other trade-related laws of the United States, United Kingdom, the European Union, and other applicable jurisdictions ("Trade Laws"). Partners are required to obtain any required export, re-export, re-transfer, or import authorizations as applicable to each Partner. All transactions must abide by the requirements of applicable export and customs laws in countries where business is being conducted.

Partners must know their customers and end users in order to ensure that those parties are not on a restricted party list, including—but not limited to—the United States Office of Foreign Assets Control (OFAC)'s Specially Designated Nationals and Blocked Persons List (SDN List), the United States Bureau of Industry and Security (BIS) Entity List, and any other list of prohibited, sanctioned, debarred, or denied parties. The current list includes comprehensive programs for Cuba, Iran, Syria, North Korea, the Crimea region of Ukraine, and Sudan.

Government Sector. Certain additional restrictions may apply with respect to government business dealings. Partners must become familiar and comply with all legal requirements relating to transactions involving government entities, employees, instrumentalities, and public officials.

Training and Certifications. Partners must complete all assigned training, provide periodic certifications of their compliance with applicable laws and this Code, and perform other requested mitigation activities, in a method, manner, and timeframe determined by Sterling.



FAIR MARKETING AND HONEST ADVERTISING



Partners should never engage in any misleading or deceptive practices. All of Partner's marketing and sales activities must reflect a dedication to honest and fair dealings with its current or potential customers.

Marketing and Advertising Practices. If a Partner has received prior written approval to engage in any advertising, marketing, or promotional activities that reference or implicate Sterling (its name, logo, or services in any manner), then the advertising, marketing, or promotional material must adhere to all laws, rules, and regulations as well as be honest and truthful. All of Partner's advertising must clearly disclose the material terms and limitations of advertised offers. Advertising, marketing, or promotional materials should not be false, misleading, or have any tendency to deceive. All claims in advertising, marketing, and promotional materials must be substantiated by adequate supporting documentation. Partners should never misrepresent products, services, and prices; neither should they make unfair, misleading, inaccurate, or false claims about—or comparisons with—offers by competitors.

For more detailed information regarding Sterling's brand guidelines, please see the provided Partner Brand Guide.

[Download Brand Guide](#)



HUMAN RIGHTS AND LABOR



Partners are required to match Sterling's commitment to uphold the basic human rights of individuals and workers within its company and supply chain. To that end, every Partner must abide by all laws, regulations, and international standards relating to human rights, health and safety, labor laws, fair practices, the rights of persons with disabilities, responsible sourcing, and social responsibility.

Discrimination. Partners may not discriminate against any worker based on race, color, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, pregnancy status, union membership, national origin, marital status, or any other protected class in their hiring and employment practices such as applications for employment, promotions, rewards, access to training, job assignments, wages, benefits, discipline, termination, and retirement.

Harassment. Partners must be committed to a harassment-free workplace. Partners may not threaten workers with (or subject them to) harsh or inhumane treatment, including sexual harassment, sexual abuse, verbal abuse, corporal punishment, mental coercion, or physical coercion.

Health and Safety. Sterling recognizes that integrating proper health and safety management practices into all aspects of business is essential for maintaining high morale and for providing high-quality services. Partners must create safe working conditions and a healthy work environment for all workers. Moreover, Partners must comply with all applicable safety laws and regulations.

Wages and Benefits. Partners must pay their workers no less than the mandated minimum wage required by applicable laws and regulations, provide all legally required benefits, and compensate workers for overtime hours at the wage rate legally required by law.

Slavery and Human Trafficking. Sterling has adopted a zero-tolerance approach to modern slavery. Every Partner is expected to comply with Sterling's modern slavery standards and is prohibited from engaging in any activity inconsistent with those standards. Additionally, Partners are expected to uphold and protect the human rights of vulnerable workers, prohibit modern slavery, and implement a responsible sourcing and compliance program, as required by applicable law, to prevent forced labor or indentured servitude within the supply chain.

Child Labor. Child labor must never be used. Partners shall comply with all applicable child labor laws, including the minimum age for employment in all jurisdictions where they do business, or the age for completing compulsory education in the jurisdiction, whichever is higher. Legitimate workplace apprenticeship programs that comply with all relevant legal obligations are supported.

Environmental Impact Management. Sterling expects Partners to conduct their business in a manner that actively manages environmental risks. Partners must handle their business operations in ways that are environmentally responsible and comply with all applicable laws, regulations, and standards that are relevant to being a Partner of Sterling. Partners shall endeavor to reduce or eliminate all types of waste—including water, paper, and energy—by implementing appropriate conservation measures in their facilities and by recycling, reusing, or substituting materials. Upon request, Partners shall identify the environmental impacts and minimize adverse effects on the community, environment, and natural resources within their operations.

SAFEGUARD CONFIDENTIAL AND PROPRIETARY INFORMATION



Confidential and Proprietary Information. Partners may use any publicly available information about Sterling's competitors or other businesses but must always compete fairly. Partners may not unlawfully acquire or misuse the trade secrets or other Confidential and Proprietary Information (as defined herein) of another third party in connection with its dealings with (or for) Sterling. Confidential and Proprietary Information includes—but is not limited to—software, hardware, source code, product development plans and other designs or developments (regardless of the stage of development) developed or licensed by (or for) Sterling, competitive analyses, marketing and sales plans, non-public pricing, potential contracts or acquisitions, business and financial plans (regardless of the stage), internal business practices and processes, prospective and current customers, and employee information.

Taking, downloading, transferring, or any other prohibited use of information that Sterling deems Confidential and Proprietary Information constitutes theft of Sterling property and possibly the misappropriation of Sterling trade secrets. In addition, Partners are required to take action to prevent the disclosure of Sterling's Confidential and Proprietary Information that they are allowed to use. Partners should never use, transfer, publish, or disclose Sterling's Confidential and Proprietary Information other than as needed in the ordinary course of business or as authorized in writing (or as directed) by Sterling. If any attempt by an outsider(s) to illegitimately obtain Sterling's Confidential and Proprietary Information occurs, Partners must promptly notify Sterling.

Intellectual Property. Sterling's trademarks and other intellectual property rights must not be infringed upon by any Partner. In addition, Partners must refrain from infringing on the rights of third parties through any conduct relating to their business dealings as a Partner. Specifically, Partners may not engage in the production, distribution, storage, or sale of counterfeit products or any third-party product that infringes upon Sterling's intellectual property, including Sterling trademarks. Any breach hereof—as determined by Sterling, based on its sole discretion and information gained by any means including its own investigative efforts or its agents', or by any law enforcement or investigative agency—will constitute a material breach and entitle Sterling to remove a Partner's status as a Sterling Partner.

Privacy and Data Protection. Partners are expected to understand, track, and comply with all laws and regulations related to privacy and data protection that are applicable to their actions as a Partner. This means that Partners should only access, collect, use, share, transfer, or store the personal information of others when explicitly authorized and solely as necessary for legitimate business purposes. When collecting the personal information of others, they should also always do so with appropriate notice given, detailing the purposes for which that personal information will be used. Partners shall implement appropriate safeguards to warrant the protection, integrity, and security of personal information in accordance with applicable data privacy laws. At a minimum, Partners must take proper precautions to safeguard personal information against loss, theft, misuse, and unauthorized access. This includes holding accountable any subcontractors that handle personal data to at least the same requirements imposed on Partners within this section. Sterling also expects Partners to promptly notify Sterling should a suspected or actual breach occur with respect to the personal data they receive from Sterling or collect on behalf of (or for) Sterling.

ENSURING COMPLAINT, RISK MANAGEMENT, AND PROPER REPORTING



Sterling conducts appropriate risk-based due diligence on every Partner during the time of initiation, as well as throughout the term of the relationship with each Partner. Partners must comply with Sterling's due diligence practices and provide complete, accurate, and timely information when requested to facilitate such efforts. Sterling retains the right to adjust or revise this Code from time to time, regardless of the cause, and will notify Partners of any changes to ensure their continued compliance. Partners must maintain or—where necessary, implement—effective business controls that can detect and prevent unlawful conduct by their employees, affiliates, and counterparties.

Investigations. Consistent with applicable laws and contractual obligations, Partners must provide reasonable assistance to any investigation by Sterling of a violation of this Code or of a violation by a Sterling employee of the company's Code of Business Ethics and Conduct, if correlated to the Partner's activities or applicable laws relevant to its Partner status, and to allow Sterling reasonable access to all documentation concerning Partner's compliance with this Code and the laws applicable to its business as a Partner.

Processes and Procedures for Reporting. Partners shall utilize a process whereby their employees, independent contractors, and others who do business for (or on behalf of) them can safely, confidentially, and anonymously (subject to local legal restrictions on anonymous reporting) report violations of this Code to the Partners' management. Partners must have procedures for prompt investigation and timely correction of any deficiencies or violations of this Code identified by any audit, assessment, inspection, investigation, or review.

Whistleblower Protection. Sterling strictly prohibits retaliation for good faith reports of actual or suspected misconduct. Any retaliatory action against any individual who makes an honest report in good faith is firmly prohibited. Partners must utilize programs to ensure the protection of whistleblower confidentiality and to forbid retaliation against workers who participate in a reporting program in good faith or defy a directive that is in violation of this Code.

Reporting Violations. Partners shall, in good faith, report any violations of this Code, regardless of whether the violations were committed by the reporting Partner, another Sterling Partner, or a Sterling employee. Partners must report violations within three (3) days of identifying such a violation. Reports should be communicated to one of the following:

Ethics@sterling.com; and/or Compliance@sterling.com

