



This Code of Business Ethics and Conduct (“Code”) describes standards of conduct to be followed by all employees of WDC Acquisition, LLC d/b/a Wellman Dynamics and affiliated companies (“WDC”), and has been approved by WDC’s senior management. The purpose of the Code is to provide guidance and to set common ethical standards that employees must adhere to on a consistent basis. It governs the actions and working relationships of WDC’s employees with current and potential customers, fellow employees, competitors, vendors, suppliers and government agencies, the media and anyone else with whom WDC has contact.

WDC takes pride in its ethical culture, is honest in its business dealings, and seeks to do the right thing at all times. While we always seek to do the right thing, WDC’s involvement with United States Federal Government Contracts requires us all to be even more diligent because those contracts involve unique business and ethical standards that are beyond normal commercial standards. Therefore, WDC has created this Code to provide additional instruction and information about key compliance areas related to our business, including those areas related to government contracts.

While the Code sets common ethical standards, it is not intended to identify every potential issue that you may encounter. If you have a question that the Code does not address directly, you should use your own common sense of what is right, based on the standards set forth in the Code, and seek appropriate guidance from others, including your supervisor and WDC’s Human Resource (“HR”) Department at [HR@wellmandynamics.com](mailto:HR@wellmandynamics.com) or at 641.782.0354.

WDC requires that all employees receive a copy of this Code and confirm that they have read it by completing the Acknowledgment on the final page. The written acknowledgment of the Code is required by all employees on an annual basis. You are responsible for adhering to the Code and to all additional policies of WDC. The Code and any additional policy statements may be modified periodically to reflect WDC’s changing needs and the changing environment in which it operates.

Supervisors also are responsible for ensuring that employees in their department(s) are aware that WDC conducts business in accordance with the highest level of integrity and ethical standards, which includes, but is not limited to, acting in compliance with this Code. All employees also have a duty to report apparent misconduct by others using appropriate channels, as addressed below, and to assist WDC in the prevention and correction of these problems.

Please carefully review this Code, and contact the HR Department if you have any questions.

Sincerely,

Ralph Clendenin  
Chief Operating Officer

**COVERED TOPICS**

- I. ETHICAL AND RESPONSIBLE CONTRACT COMPETITION**
  - A. All representations, certifications, proposals, and other communications to the government and our business partners will be accurate, current, truthful, and complete.**
  - B. WDC and its employees will ensure compliance with the terms and conditions of its agreements, including the applicable FAR and agency acquisition regulation clauses.**
  - C. WDC and its employees shall not access competitors' non-public proprietary information or the Federal Government's source selection information related to a procurement.**
  - D. WDC and its employees shall not engage in bribery or kickbacks.**
  - E. WDC's employees shall avoid conflicts of interest.**
  - F. WDC's employees shall conduct themselves in a manner that is in compliance with applicable law and this Code, and with respect to other individuals.**
  - G. WDC's employees shall deal fairly with WDC's customers, suppliers, and competitors.**
  - H. WDC's employees shall protect and properly use WDC's property.**
  - I. WDC's employees shall safeguard confidential information.**
  - J. Communications with the media and the public.**
  - K. Limits on authority.**
  - L. Outside activities.**
- II. STANDARDS OF CONDUCT**
  - A. WDC and its employees shall comply with laws related to employment contacts with, and the hiring of, current or former government employees.**
  - B. WDC and its employees will comply with all regulations related to gifts to or from government employees.**
  - C. WDC and its employees shall accurately report all time and expenses.**
  - D. WDC is committed to complying with all restrictions and prohibitions related to forced labor, child labor regulations, and human trafficking.**
  - E. WDC will comply with all lobbying restrictions related to Federal contracts.**
  - F. WDC is an equal opportunity employer.**
  - G. WDC is committed to complying with U.S. immigration law.**
  - H. WDC shall only deliver products that meet the Federal Government's country of origin and domestic preference restrictions.**
  - I. WDC and its employees shall not use technology prohibited by the Federal Government.**
  - J. WDC and its employees will preserve records as required by its contracts.**
  - K. WDC will appropriately manage and monitor its subcontractors and suppliers.**
  - L. Drug Free Workplace.**
- III. OBLIGATION TO REPORT VIOLATIONS AND TO COOPERATE WITH INVESTIGATIONS**
- IV. COMMITMENT TO PREVENTING RETALIATION**

**I. ETHICAL AND RESPONSIBLE CONTRACT COMPETITION**

**A. All representations, certifications, proposals, and other communications to the government and our business partners will be accurate, current, truthful, and complete.** WDC is dedicated to accurately describing WDC's capabilities, solutions, and prices that will be offered to its customers, including the Federal Government, and will limit all marketing information to verifiable facts. By executing a government contract or a subcontract related to a government contract, WDC agrees to comply with the applicable Federal Acquisition Regulation ("FAR") or other applicable agency acquisition regulation clauses that are included in the relevant contract or subcontract. Entering into a government contract or subcontract can have significant impacts on WDC. Therefore, WDC's employees who participate in proposal preparation will closely review solicitations to ensure that WDC knows the requirements of the respective government contract or subcontract and the applicable acquisition regulations before a proposal is submitted. WDC's employees must also prepare proposals to ensure that the representations, certifications, statements of work, pricing information, and other communications are accurate, current, truthful, and complete.

False representations to the government could subject WDC and/or the individual making the representation to civil liability, criminal liability, fines, restitution, and suspension or debarment. Examples of false claims can include certifying to the government that goods or services meet a certain quality when they do not actually meet that standard. Any employee who knowingly makes false certifications or false representations to the Federal Government or another customer shall be subject to discipline, which may include termination. Employees also will be subject to discipline if they know about any such misrepresentation and fail to report it.

***Did you know?*** WDC can be held liable for significant penalties and breach of contract if it certifies compliance with particular contract requirements if WDC actually does not comply with those requirements when the certification is made. Because of the severe penalties that may result from incorrect certifications, WDC's employees must ensure that all representations and certifications are true and accurate when made. Employees also are required to immediately report any known violations to the HR Department.

**B. WDC and its employees will ensure compliance with the terms and conditions of its agreements, including the applicable FAR and agency acquisition regulation clauses.** WDC is committed to complying with the specifications and requirements of each government contract and subcontract. Complying with such specifications and requirements is essential to protecting the safety of pilots and others in the aerospace industry who rely on us. Further, deviating from a government contract or subcontract's requirements without an approved written contract modification can result in breach of contract claims, and potentially even false claims. This can occur even if a government official requested the change and even if the government received a better product or service than required by the contract.

Examples of impermissible deviations include, but are not limited to:

- Providing foreign-sourced products when the contract requires domestic materials under country-of-origin laws;
- Substituting different services or materials than required by the written contract without obtaining a written contract modification; or
- Certifying that required testing, inspection, or other quality control procedures have been completed when they have not.

WDC and its employees will not substitute any offered or required products without

appropriate and documented written approvals from its business partner. WDC also is committed to complying with the FAR, Defense Federal Acquisition Regulation Supplement (“DFARS”), and other regulations and laws that are applicable to its contracts and subcontracts. If any WDC employee identifies a performance issue with any of WDC’s government contracts or subcontracts, that employee shall immediately report the issue to his or her supervisor so it can appropriately be addressed by WDC. If the WDC employee identifies a performance issue related to waste, fraud, or abuse that is not sufficiently addressed by his or her supervisor, then the employee should immediately report it to the HR Department.

**C. WDC and its employees shall not access competitors’ non-public proprietary information or the Federal Government’s source selection information related to a procurement.** To ensure a level playing field in the award of a Federal Government contract, the Procurement Integrity Act (“PIA”) (*see FAR 3.104-3*) prohibits current or former government employees from disclosing non-public contractor bid or proposal information or source selection information before the award of a procurement to which the information relates. The PIA also prohibits contractors from knowingly obtaining non-public contractor bid or proposal information or source selection information before the award of a federal agency procurement. Sanctions for PIA violations can include criminal and civil penalties, suspension or debarment of the company and individuals, and exclusion of the company’s proposal from the contract competition. WDC is committed to fair competition and to compliance with the PIA.

WDC’s employees must be careful to avoid obtaining prohibited information. Examples of prohibited government source selection information include non-public documents that reflect the government’s source selection or technical evaluation plans, cost or price evaluations, competitive range determinations or rankings of bids or proposals, source selection board reports and evaluations, and any other non-public information identified as “Source Selection Information” as those terms are defined in FAR 2.101 and FAR 3.104-1. Examples of prohibited Competitor Bid and Proposal Information include competitors’ non-public cost or pricing data; proprietary information about operations, techniques, or manufacturing processes; and any other information marked as “bid or proposal information” or other similar restrictive markings allowed by the FAR. *See FAR 3.104-1*. WDC’s employees also must avoid discussing a government procurement with any government officials who are unauthorized to discuss the procurement with potential offerors, and shall not ask other WDC employees who have worked for competitors to provide the competitors’ confidential or proprietary information.

If prohibited information somehow comes into WDC’s possession, it should immediately be isolated (*not further distributed*) and the HR Department should be contacted immediately.

**D. WDC and its employees shall not engage in bribery or kickbacks.** WDC’s purchasing policies and selection of subcontractors and suppliers must be fair and free from all impropriety, and shall not involve kickbacks of any kind. In relation to Federal Government contracts and subcontracts, a kickback is defined as any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a government prime contract or subcontract.

Examples of improper kickbacks may include, but are not limited to: (1) Providing business to a subcontractor or supplier for a government contract because of excessive gifts, entertainment, or other financial benefits received; (2) Providing favorable treatment to a subcontractor or supplier in return for receiving confidential information on competitor bids, such as prices, delivery

schedules, or other non-public information; (3) Obtaining the government's acceptance of deficient goods and services in return for providing something of value to a government official; or (4) Being placed on a bidder's list without meeting the required qualifications or obtaining the removal of a competitor that meets the qualifications in return for providing something of value to a prime contractor or a government official.

Employees are prohibited from giving or offering bribes, kickbacks, or similar payments or consideration of any kind to any government official, subcontractor, or supplier. To further this policy, employees are prohibited from accepting gifts of (i) cash or cash equivalents (such as securities or gift certificates) or (ii) discounts and rebates on goods or services, unless they are available on the same terms to the general public or to all WDC employees. Moreover, if you receive a gift, gratuity, award, or advertising or promotional material that exceeds, or reasonably appears to exceed \$150 in value, you are required to report the receipt of that personal benefit to the HR Department. If you have any questions about this policy or about whether a particular gift or benefit would violate this policy, you should consult the HR Department before engaging in any action that would have even the potential of being considered a kickback or bribe of any kind.

The Anti-Kickback Act imposes obligations on each employee to report reasonable suspicions of kickbacks and requires companies with certain Federal Government contracts to implement procedures to detect kickbacks. Employees who suspect that a violation has occurred must immediately report it to the HR Department. If employees know about or reasonably should know about any such activity and fail to report it, they will be subject to discipline.

**E. WDC's employees shall avoid conflicts of interest.** A "conflict of interest" occurs when an employee's private interest interferes in any way - or could appear to interfere - with the interests of WDC as a whole. A conflict situation can arise when one has interests that may make it difficult to perform his or her work objectively or effectively. Conflicts of interest also arise when an individual, or a member of his or her family, receives improper personal benefits as a result of his or her position in WDC.

Examples of conflicts of interest include, but are not limited to: (1) Engaging in personal business transactions with any of WDC's clients or customers, suppliers or consultants; (2) Pursuing a business relationship between WDC and another client, customer, supplier or consultant when you or, to the best of your knowledge, any person related to you by blood or marriage, is a principal officer or holds a material financial interest in that other business; (3) Acting on behalf of WDC in any transaction involving persons or organizations with which you or your Immediate Family have a connection or financial interest; (4) Accepting a gift from a supplier in exchange for giving that supplier business over other suppliers; or (5) Borrowing money from any customer or supplier of WDC or any employees of that customer or supplier.

Employees are required to avoid conflicts of interest. If you have any question about whether a potential transaction or relationship creates a conflict of interest, you are required to disclose that potential conflict of interest to the HR Department before proceeding.

**F. WDC's employees shall conduct themselves in a manner that is in compliance with applicable law and this Code, and with respect to other individuals.** WDC requires that all employees treat one another with respect and in a manner that complies with this Code and all applicable laws and regulations. While the law prescribes a minimum standard of conduct, this Code requires conduct that often exceeds the legal standard.

For example, employees are expected to fully comply with the separate employee handbook and with all policies against discrimination and harassment. Employees also are prohibited from engaging in any business practices that involve unfair competition. Laws against unfair competition, also known as antitrust, monopoly or fair trade laws, are designed to protect the competitive marketplace. Typically, it is illegal to agree with competitors to do any of the following:

- Fix prices, terms or conditions relating to the sale of WDC products;
- Divide or allocate customers, markets or territories;
- Refuse to do business with particular sources; or
- Exchange or discuss nonpublic sales or other sensitive information.

Improper unfair competition includes not only specific commitments, whether oral or written, but also informal understandings. Consequently, employees should never discuss with competitors, even casually, any of the prohibited activities described above or other matters that might be interpreted as an effort to improperly restrict or limit competition.

If you have any question about whether a potential action might violate any law, regulation, this Code, or a WDC policy, you must contact the HR Department before proceeding with that action.

**G. WDC's employees shall deal fairly with WDC's customers, suppliers, and competitors.** Each employee should undertake to deal fairly with WDC's customers, suppliers, competitors and employees. Additionally, no one should take advantage of another through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practices. Trade regulation laws also prohibit engaging in false or deceptive advertising or other unlawful or unethical trade practices.

Before or at his or her time of hire, or to the extent applicable, promptly after receipt of this Code, Employees must disclose the existence of any employment agreement, non-compete or non-solicitation agreement, confidentiality agreement, or similar agreement with a former employer that in any way restricts or prohibits the performance of any duties or responsibilities of his or her position with WDC. In no event shall an employee use any trade secrets, proprietary information, or other similar property, acquired in the course of his or her employment with another employer, in the performance of his or her duties for or on behalf of WDC.

**H. WDC's employees shall protect and properly use WDC's property.** All employees should protect WDC's property and should use it only for legitimate business purposes.

**1. Protection of property.** The property of WDC should be used to meet the needs and achieve the business goals of WDC. You are responsible for protecting the property of WDC and ensuring its efficient use, and for ensuring the safe and careful operation and maintenance of all of WDC's equipment. The property of WDC includes its physical property, such as fixtures, equipment, supplies, facilities and systems hardware, and its intangible property, such as intellectual property. The intellectual property of WDC includes confidential or proprietary information (including business plans, acquisition plans and trade secrets), product information, technology, research, customer information, sales and marketing plans, employee records and directories, trademarks and copyrighted materials.

You should not disclose WDC's proprietary information to anyone without proper authorization. You should keep proprietary documents and information protected and secure

at all times. All work product that you develop within the scope of your employment with WDC is the sole and exclusive property of WDC and shall be deemed to be a work made for hire, whether or not the work product was developed at company facilities, on company time, or using company resources. You may use such work product solely for the benefit of, and to meet the needs and achieve the goals of, WDC.

**2. Use of computer systems, email, and the Internet.** All software, hardware, and network systems of WDC and all email and other messaging systems of WDC, whether used for internal or external communications, are the property of WDC and are intended for business purposes. Similarly, Internet access using WDC's resources and Internet connections are intended for business purposes.

Email and other electronic data created, sent, or stored on WDC's property (including data accessed, copied, or printed from the Internet) is WDC's property. Although email looks different than traditional paper communications, email is treated in most jurisdictions as a legal document to the same extent as a memorandum, letter, or handwritten notes. Email and any other electronic transmission of information should be created, drafted, and sent with the same level of prudence and professionalism as any other communication. All transmissions of confidential, privileged, or restricted material (whether by document, email, fax, other electronic transmission, or via the Internet) should be plainly marked as such, and, where possible, encrypted before sending.

You should be aware that WDC may monitor, and from time to time access, all electronic messaging systems belonging to WDC and all use of information viewed or downloaded from the Internet through WDC's Internet connection. You should have no expectation of privacy when using the WDC electronic mail or other messaging systems or the WDC Internet connection.

**3. Protection of WDC's data and technology.** WDC relies on advanced computing and connectivity to perform services for its customers and to meet federal regulations. WDC and its employees must be diligent in protecting WDC's software, data, and technology infrastructure from cyber threats, including cyber criminals who intentionally place ransomware on information systems to disrupt business operations. Emails in particular present a significant risk of scams, malicious software, virus infection, and data theft. Companies are increasingly being targeted with ransomware attacks made through email. To address this risk, employees should avoid opening attachments or clicking on links from unknown sources. Employees also should check email names and titles to confirm the identity of the sender. Some email scams intentionally change only one or two letters or numbers of a commonly known source in an attempt to trick individuals about the identity of the sender. If you have questions or concerns about a particular email that appears suspicious, please do not click on the attachments or links in that email until after you have contacted our I.T. Department at [ITstaff@wellmandynamics.com](mailto:ITstaff@wellmandynamics.com) to confirm that it is safe. To the extent that you believe that WDC's information systems have been compromised in any way, you must immediately report that to the I.T. Department upon learning of that concern.

**I. WDC's employees shall safeguard confidential information.** Employees with access to confidential information must only use such confidential information for the business purpose intended. Employees must not share confidential information with anyone outside of WDC, including family and friends, or with other employees who do not need the information to carry out their duties. You remain under an obligation to keep all information confidential even if your

employment with WDC ends.

Nonpublic information regarding WDC or its businesses, employees, customers, and suppliers is confidential. Confidential information is information that is not generally available to the public, and includes, but is not limited to:

- Trade secrets, which include any business or technical information, such as formula, programs, methods, techniques, compilations or information that is valuable because it is not generally known.
- All rights to any invention or process developed by an employee during the term of employment or otherwise using WDC's facilities or trade secret information resulting from any work for WDC or relating to WDC's business is considered to be "work-for-hire" under the United States copyright laws and shall belong to WDC.
- Proprietary information such as customer lists and customers' confidential information.
- Sales and marketing plans and information on advertising campaigns.
- The terms of any contract between WDC and any third party, the terms of which are not publicly disclosed.

In addition, no employee of WDC shall agree to enter into any confidentiality, non-disclosure or similar agreement with any third party on behalf of WDC unless an authorized officer of WDC shall have approved such agreement. (See "Limits on Authority" below.) Notwithstanding anything in the foregoing, nothing in this Code prohibits any employee from lawfully reporting instances of waste, fraud, or abuse related to a Federal Government contract directly to a designated investigative representative of a Federal department or agency (i.e., the Inspector General) who is authorized to receive such information.

**J. Communications with the media and the public.** To ensure the quality and consistency of information disseminated to media sources and to ensure the protection of confidential and proprietary information, all media inquiries that in any way relate to WDC or the work conducted by WDC must be handled by the Chief Executive Officer ("CEO") and/or the Chief Financial Officer ("CFO"), regardless of who the media representative is, whom he or she represents, or how innocuous the request. Moreover, WDC's policy requires approval of the CEO and/or the CFO before the distribution or providing of press releases, public statements, and marketing materials (both on-line and off-line) produced by WDC.

**K. Limits on authority.** You should be aware of the limitations on your authority to act on behalf of WDC and should not take any action that exceeds those limits. You should not sign any document on behalf of WDC, nor in any other way represent or exercise authority on behalf of WDC, unless specifically authorized to do so.

**L. Outside activities.** WDC's employees should not engage in outside activities, accept outside employment, or perform outside services for compensation, including fees received as a consultant, if the activity may subject WDC to criticism or reflect adversely on WDC, constitutes a real or apparent conflict of interest, encroaches upon working time, interferes with regular duties, or necessitates such long hours as to affect your physical or mental effectiveness. Employees are encouraged to seek the guidance of the HR Department in determining the appropriateness of any such activity.



**1. Social media.** WDC is committed to supporting your right to interact responsibly and knowledgeably on the internet through use of social media and other forums. We want our employees to share and learn from others in order to build a valuable online community. However, given the private and sensitive nature of WDC's business, including its business related to federal contracts, WDC also finds it imperative to set guidelines for social media use by WDC's employees. The purpose of these guidelines is two-fold: First, WDC has an aim to protect its interests, including, but not limited to, the privacy of its employees and confidentiality regarding its business purpose, plans, partners, users, and competitors. Second, these guidelines will help you make respectful and appropriate decisions about your work-related interactions with people on the internet.

Your personal online activity is your business. However, any activity in or outside of work that affects your performance, the performance of others at WDC, WDC's reputation, or WDC's business interests are a proper focus for this social media policy. You must always assume that your social media activity is visible to WDC and to current and potential employees, clients, partners, prospects, and competitors. Therefore, WDC reserves the right to direct its employees to avoid certain subjects and remove inappropriate comments and posts. With this background, WDC has set forth the following guidelines that all employees must comply with.

- **Guidelines for Discussing WDC, Inc. on the Internet**
  - Consistent with WDC's policy related to *Communication With the Media and The Public* (See above Communication with the media and the public), employees are prohibited from making any statements or posts on the internet on behalf of WDC without the prior express written approval of WDC's CEO or CFO.
  - You may not share WDC's confidential information. (See above WDC's employees shall safeguard confidential information),
  - WDC's logo and trademarks may not be used without the prior express written permission from the CEO of WDC. This is to prevent the appearance that you speak for or officially represent WDC in your social media interactions.
  - All copyright, privacy, and other laws that apply offline apply online as well. Therefore, while it is fine to quote or retweet others, you should not attempt to pass off someone else's words, photography, or other information as your own. Always give proper credit to credit your sources when posting a link or information gathered from another source.
  
- **Respect Others and WDC.** Please understand that your use of social media can result in adverse consequences for WDC and your own employment if you post statements or comments that cause risk to WDC's reputation in the community. Therefore, use social media wisely, including through the following guidelines:
  - Use common sense.
  - Follow the rules of the social media sites you use.
  - Speak respectfully about WDC and its current and potential employees, clients, partners, and competitors.
  - Refrain from publishing anything that could reflect negatively on WDC's reputation or otherwise embarrass the organization, including posts about drug or alcohol abuse, profanity, off-color or sexual humor, and other inappropriate conduct. Do not use personal insults, obscenity, or engage in any conduct that

would not otherwise be acceptable in WDC's workplace. Please also show respect for topics that may be considered objectionable or inflammatory.

- Honor the privacy rights of WDC's employees and partners by seeking their permission before writing about or displaying information that could be considered a breach of their privacy and confidentiality.
- Ensure that your social media conduct is consistent with the all policies contained in this Code.
- Respect the law, including those laws governing defamation, discrimination, harassment, and copyright and fair use.

**2. Civic and Charitable Activities.** WDC encourages its employees to participate in charitable activities. Because of time demands and potential conflicts of interest, you are encouraged to consult with the HR Department if you would like to serve on the board of a nonprofit organization. If service as a director or trustee presents a potential conflict of interest, will involve significant time away from WDC, or might otherwise interfere with efficient performance of your normal duties, then you must obtain the prior approval of the HR Department. If you do business with the nonprofit sector, you should be aware of the potential for conflicts of interest from service as a director or trustee.

Service by an employee with a local, state or federal governmental entity may also result in the potential for conflicts of interest. Therefore, if you wish to serve in appointed or elected municipal or other governmental positions, including as a member, director, officer or employee of a municipal corporation, governmental agency, authority or advisory board, or public school or library board, you must obtain prior approval from the HR Department.

**3. Political Activities.** You may not use any WDC property, equipment, funds or other assets to make a contribution to a political candidate or a political party, including direct contributions to a campaign or non-financial support to a political candidate, such as use of corporate facilities, equipment, or resources. You should direct questions regarding political contributions to the HR Department.

WDC encourages its employees to participate in political activities on their own time outside of normal business hours, including making personal contributions to political candidates or activities, as long as they do not imply that they are acting on behalf of WDC. Individual participation must be completely voluntary and may not involve the use of WDC's funds, personnel time, equipment, supplies or facilities.

## II. STANDARDS OF CONDUCT

**A. WDC and its employees shall comply with laws related to employment contacts with, and the hiring of, current or former government employees.** Federal Government statutes and regulations impose certain restrictions on employment communications and hiring practices to prevent a "revolving door" between the Federal Government and private employment. WDC and its employees must take particular care to comply with these regulations, especially in the following circumstances.

**1. Employment discussions with government personnel.** WDC's employees must never under any circumstances discuss the possibility of employment at WDC with a government employee without first obtaining written approval from WDC's HR Department. Federal law restricts the timing and nature of employment discussions between government

personnel and government contractors. A government employee cannot have employment discussions with a company over whom that employee has oversight or other responsibility until that employee notifies the Federal Government's applicable designated ethics official and obtains permission from his or her supervisor to proceed with the discussions. It is not necessary for specific employment terms to be discussed to activate employment discussions. Activities such as communicating about possible positions or exchanging a resume trigger these prohibitions. Employees also cannot get around the prohibitions by using hypotheticals or communicating "after hours" in social settings. Therefore, WDC's employees are strictly prohibited from discussing the possibility of employment at WDC with any government employee without first obtaining the written approval of WDC's HR Department.

***Did you know?*** Any employment contact between an WDC employee and a government employee can have significant consequences for WDC and the government employee. If an employment contact is made to a government employee who is involved with WDC's government contracts, that employee will be required to report the employment contact to his or her superiors and may also be walled-off from all future work related to WDC. Therefore, to avoid these issues, no employment contact should be made to a government employee without the express written approval of WDC's HR Department.

**2. Restrictions on the employment of former government personnel.** Several post-employment or "revolving door" limitations are imposed on former government employees who obtain employment in the private sector. Depending on the circumstances, applicable law imposes one-year, two-year, or lifetime bans that prohibit certain employees from performing activities on behalf of a contractor related to their prior employment with the Federal Government. These restrictions are imposed based on the individual's responsibilities and, in some cases, seniority level, while employed by the Federal Government. The determination of which restrictions apply is complex and requires legal analysis. Under federal law, government employees are entitled to request and receive an ethics opinion that describes any limitations that the government employee may have in later private employment because of prior government experience. When WDC considers hiring anyone leaving, or who has recently left, employment with the government, it will require the prospective employee to obtain and provide to WDC a formal ethics opinion from the applicable agency ethics official. Therefore, WDC's employees are prohibited from discussing the possibility of employment at WDC with a current or recently departed government employee without first obtaining approval from WDC's HR Department so these issues can be fully investigated.

***Did you know?*** Under 5 C.F.R. §§ 2635.107 and 2635.602, government employees can obtain a written opinion from an agency ethics official about any applicable post-government employment restrictions. Obtaining an agency ethics opinion can protect the employee from making unintentional violations of post-employment restrictions and also can protect private employers like WDC from similar issues. To ensure that all hiring discussions follow the applicable regulations, WDC's employees are prohibited from discussing the possibility of employment at WDC with a current or recently departed government employee without first obtaining approval from the Director of Human Resources.

Violating these hiring and employment communication restrictions can result in serious and significant criminal and civil fines for the Federal Government employee, for WDC, and for any WDC employees involved in the activity. Violations can also lead to WDC's exclusion from certain contract competitions. All WDC employees should be diligent to avoid these problems.

**B. WDC and its employees will comply with all regulations related to gifts to or from government employees.** Federal Government employees are prohibited from soliciting or accepting gifts because of the employee's official position and also are forbidden from accepting or

soliciting a gift from a “prohibited source.” A prohibited source includes, but is not limited to, any person or organization that does business or seeks to do business with the Federal Government and any person who is seeking official action by a Federal Government agency (*See 5 C.F.R. § 2635.203*). WDC and its employees will almost always be considered a “prohibited source.”

The definition of a gift under the relevant regulations is very broad and includes any gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value, including services as well as gifts of training, transportation, local travel, lodgings or meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. For example, an invitation to a WDC marketing event, which is paid for by WDC, can be considered a gift. While there are certain exceptions for unsolicited items (other than money) having a market value of \$20 or less per gift (with an annual aggregate maximum *from WDC* of \$50), it is WDC’s policy that gifts to any government employee should be avoided and no gift should ever be given to a government employee of any kind without the express written prior approval of WDC’s HR Department. As shown by the following example, gift restrictions are complex and technical, and even nominal gifts can create issues for WDC, its employees, and for any involved government employees.

**Example:** On three occasions during the calendar year, an employee of the Department of Defense (“DOD”) was given gifts worth \$20 each by three separate employees of a DOD prime contractor. None of the prime contractor’s employees were aware of the gifts made by the other employees. The prime contractor has violated the gift regulations because the aggregate value of the gifts from the three separate employees is \$60 (3 gifts of \$20), which is above the \$50 annual limitation. For purposes of applying the \$50 yearly limitation on gifts of \$20 or less, the gifts must be aggregated because a “person” referenced in the regulations is not only the prime contractor, but also its employees. Because of these and other complexities, gifts of even a nominal value must be approved by WDC’S HR Department before they are given to a government employee.

**C. WDC and its employees shall accurately report all time and expenses.** Each WDC employee must only charge time for hours actually worked and shall never submit a time report to any customer or internal project that overstates hours. WDC employees also shall never overstate expense items and shall report only accurate expenses. WDC is obligated to provide accurate and timely reports and invoices to our customers, including the Federal Government when the work involves a government contract. WDC's timekeeping and expense reporting practices are often governed by customer contracts and applicable federal or state regulations. Careless or improper preparation of time and expense reporting may lead to disciplinary action against WDC or its employees and may even result in suspension or debarment from participation in government contracts or prosecution under applicable federal or state criminal statutes. Therefore, every employee is required to diligently and accurately report time and expenses. Every employee also is required to promptly correct any inadvertent invoicing errors, in the event they occur, using appropriate methods and communication channels to ensure that the correction is known and recognized, including the reasons for the correction. Routine audits of time and expense reporting compliance may occur without notice. Any employee who knowingly makes false time or expense entries shall be subject to discipline, which may include termination.

**D. WDC is committed to complying with all restrictions and prohibitions related to forced labor, child labor regulations, and human trafficking.** The Federal Government has adopted a policy prohibiting government contractors and their employees and agents from human trafficking-related activities including, but not limited to, the following prohibited activities: (1) The procurement of commercial sex acts; (2) Using forced labor in the performance of a Federal Government contract; (3) Destroying, concealing, confiscating, or otherwise denying access by an

employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority; (4) Using misleading or fraudulent practices during the recruitment of employees or the offering of employment; (5) Using recruiters who do not comply with local labor laws of the country in which the recruiting takes place; and (6) Charging employees or potential employees recruitment fees. When FAR 52.222-50(b) - Combating Trafficking in Persons is included in WDC's contracts, WDC is required to inform its employees of the Federal Government's policy and prohibitions that are identified above and further explained in that clause. WDC also is required to disclose if it has any credible information from any source alleging that a WDC employee, subcontractor, subcontractor's employee, or agent has engaged in conduct that violates the Federal Government's policy against human trafficking.

Any violation of anti-trafficking laws or regulations, including the policy set out at FAR 52.222-50, will result in discipline of the employee, which may include, but is not limited to, removal from any work under the applicable contracts, a reduction in compensation and benefits, or termination of employment. WDC also will address any independent contractors, agents, or subcontractors who violate this policy, up to and including termination of any agreements with these persons or entities that engaged in prohibited conduct.

Any employees who observe or learn about any activity (including activity by WDC's agents, employees, or subcontractors) that is inconsistent with the Federal Government's anti-trafficking policy described in this section should immediately report it to WDC's HR Department. WDC's employees also may report violating behavior, without fear of retaliation, to the Global Human Trafficking Hotline at 1-844-888-FREE or its associated email address at [help@befree.org](mailto:help@befree.org).

**E. WDC will comply with all lobbying restrictions related to Federal contracts.** As a Federal Government contractor, WDC is prohibited from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement or the extending, continuing, renewing, amending, or modifying of any Federal contract, grant, loan, or cooperative agreement. WDC may lobby the Federal Government, but cannot use any appropriated funds when doing so. If any registered lobbyist has made a lobbying contact on WDC's behalf related to a Federal Government procurement, WDC must submit an OMB Standard Form LLL (disclosure of lobbying activities) with its proposal for that contract, regardless of whether appropriated funds were used. As a result of these provisions, the express prior written approval of the CEO of WDC must be obtained before engaging any lobbyist to work or act on behalf of WDC.

**F. WDC is an equal opportunity employer.** Employment decisions at WDC are based on merit, qualifications and abilities. WDC does not discriminate based on race, sex, color, religion, national origin, disability, sexual orientation, age, marital status, genetic information, religion, veteran status, or any other protected characteristic, in accordance with applicable laws. This policy governs all aspects of employment, including recruitment, selection, compensation, promotion, discipline, termination, and access to benefits and training. Employees are expected to treat other employees and WDC's customers and suppliers with respect and dignity at all times.

**G. WDC is committed to complying with U.S. immigration law.** WDC is committed to meeting its obligations under U.S. immigration law. WDC does not discriminate with respect to hiring, firing, or recruitment or referral for a fee, on the basis of citizenship status or national origin, except for when, in accordance with 8 U.S.C.A. § 1324b(a)(2), WDC is required to limit hiring to United States' citizens, green card holders, or other applicable classes of persons in order to comply with the

law, regulation, or executive order, or required by Federal, State, or local government contract, or when the Attorney General determines it to be essential for an employer to do business with an agency or department of the Federal, State, or local government. WDC neither hires nor continues to employ individuals who are not legally authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1986 and promulgated regulations, each new employee must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three working days of the employee's date of hire. WDC uses E-Verify to electronically verify the employment eligibility of rehires and newly hired employees.

**H. WDC shall only deliver products that meet the Federal Government's country of origin and domestic preference restrictions.** The Federal Government has a preference for awarding procurement dollars to domestic companies. Government contracts issued under the FAR and DFARS often require contractors to use and provide products that are produced or manufactured in the United States or certain other designated countries (typically countries that have entered into trade agreements with the United States or have been designated as an approved country under domestic preference laws). WDC, WDC's suppliers and subcontractors, and its employees will comply with these country-of-origin ("COO") requirements, will purchase and produce products in compliance with domestic preference laws, and shall not alter or remove any COO markings on products to be delivered to the Federal Government.

**I. WDC and its employees shall not use technology prohibited by the Federal Government.** WDC and its employees shall not use prohibited technology products in the performance of its work under US Federal Government contracts. For example, *FAR 52.204-23 – Prohibition on Contracting for Hardware, Software, and Services Developed by Kaspersky Lab and Other Covered Entities* prohibits WDC from using any hardware, software, or service developed or provided by Kaspersky Lab during the performance of a US Federal Government Contract or subcontract. Similarly, pursuant to Section 889 of the 2019 National Defense Authorization Act, WDC is prohibited from using telecommunications equipment produced by certain companies from China that are included on the DOD's "blacklist" of banned companies as set forth in *FAR 52.204-24* through *FAR 52.204-26*. The Federal Government has prohibited the use of this technology in the performance of government contracts in order to avoid cyberattacks and to avoid foreign adversaries' efforts to exfiltrate information and intellectual property from the United States Government and industry. Accordingly, WDC and its employees shall not use this prohibited equipment or any other equipment that becomes designated as prohibited technology in the future. If any WDC employee has questions about this policy, please contact the I.T. Department to ensure proper practices.

**J. WDC and its employees will preserve records as required by its contracts.** Federal Government contracts require contractors to retain all records related to pricing, proposals, negotiations, and performance of the government contract for a period of at least three years after final payment on the particular government contract. Federal Government contracts also provide the Federal Government, including the Comptroller General of the United States, the right to examine any of a contractor's directly pertinent records involving transactions related to the contractor's Federal Government contracts. WDC and its employees shall maintain complete and accurate records as required by each of WDC's government contracts.

**K. WDC will appropriately manage and monitor its subcontractors and suppliers.** WDC is committed to selecting subcontractors and suppliers that offer fair and reasonable prices using competitive procedures, when possible, so that WDC can provide the best value. WDC also is required to ensure that certain FAR clauses, DFARS clauses, and other applicable acquisition

regulation clauses flow down into certain subcontracts and supplier agreements. WDC and its employees must closely monitor its subcontractors' and suppliers' performance to help avoid situations where contractual or legal violations by a subcontractor or supplier negatively impacts WDC. Any WDC employee who becomes aware of a performance issue with a subcontractor or supplier that can negatively impact WDC's government contracts should immediately report that compliance issue to his or her supervisor. If an WDC employee identifies a subcontractor or supplier performance issue related to waste, fraud, or abuse that is not sufficiently addressed by his or her supervisor, then the employee should immediately report it to WDC'S HR Department.

**L. Drug Free Workplace.** WDC prohibits the unlawful use, manufacture, distribution, dispensing, or possession of a controlled substance at WDC's workplace. WDC is firmly committed to providing its employees with a safe and productive work environment to the extent possible and promoting standards of employee health. Therefore, WDC expects all of its employees to report to work and be able to perform his or her duties productively and safely, which includes not being under the influence of illegal drugs. Drug and alcohol abuse by employees is contrary to WDC's interests in maximizing its productivity and creates an increased risk to the safety of employees and the general public. Therefore, violations of this policy will result in discipline of the employee, which can include the termination of employment.

### **III. OBLIGATION TO REPORT VIOLATIONS AND TO COOPERATE WITH INVESTIGATIONS**

As a result of its work involving Federal Government Contracts, WDC is required to disclose to the Federal Government when it has credible evidence that a principal, employee, agent, or subcontractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations, or any violations of the civil False Claims Act. *See* 52.203-13(b)(3); *see also* FAR 3.1003. WDC also is required to self-disclose overpayments that it receives from the Federal Government and any violations of the government's policy against human trafficking.

WDC is committed to being an ethical and responsible contractor and to complying with its self-disclosure and compliance obligations. The greatest safeguard any company has is employees who care. You are the eyes and ears of this company, and we are depending on you. That is why we have established a confidential employee hotline through Corporate Compliance Partners (CCP, an AnswerNet company), an independent firm specializing in handling your anonymous tips about questionable behaviors and violations to our Code of Conduct. Our hotline is toll-free, available 24 hours a day, 7 days a week and is completely confidential. Just call +1 (844) 983-1961 to report any irregularity or human resource issues that makes you uncomfortable. Your comments will be typed verbatim by Corporate Compliance Partners, and they will be delivered to our Ethics and Compliance Officer with the authority to investigate your complaints.

This is our company. Your individual courage to report any questionable activities or human resource matters is imperative to our success. Save this Confidential Employee Hotline number +1 (844) 983-1961 and use it with confidence.

If you do not feel comfortable calling you can fill out your complaint online:

<https://www.corporatecompliancepartners.com/wellman>

[https://www.corporatecompliancepartners.com/wellman\\_spanish](https://www.corporatecompliancepartners.com/wellman_spanish)

Employees are obligated to report such known or suspected conduct without regard to the

identity or position of the suspected offender. Employees also are required to cooperate fully with any validly authorized internal or external investigations, including those involving ethical issues or complaints of discrimination or harassment. Employees should never tamper with information related to an authorized investigation and should not withhold or fail to communicate relevant information. Employees are also expected to maintain and safeguard the confidentiality of an investigation to the extent possible, except as otherwise described by applicable law.

Making false statements to or otherwise misleading internal or external investigators or government authorities may be grounds for immediate termination and may also be a criminal act that can result in severe penalties. This includes knowingly making false statements about misconduct.

#### **IV. COMMITMENT TO PREVENTING RETALIATION**

Reports made by an employee related to violations of this Code will be strictly confidential to the extent permitted by law or regulation. Under no circumstances will any employee who makes a good faith report of a violation be subject to any acts of retaliation or disciplinary action. If an employee believes that he or she has been retaliated against for disclosing information regarding misconduct or violations of the employee handbook or this Code, that employee should immediately report it to WDC's HR Department. WDC's employees have various whistleblower rights and protections under 10 U.S.C. 2409, which are further described in Section 203.9 of the DFARS.





**ACKNOWLEDGMENT**

I acknowledge that I have received, reviewed, and understand WDC's Code of Conduct (the "Code"). I agree to strictly comply with the Code and understand that I will be subject to disciplinary action if I violate the Code.

---

(Signature)

---

(Print Name)

---

(Date)