

Asplundh Tree Expert, LLC Supplier Code of Conduct

Asplundh Tree Expert, LLC and its subsidiaries (collectively “The Company”), take enormous pride in our exceptional reputation with our customers and employees. The strength of Company’s reputation is based not only on our own conduct, but also on the actions of those with whom we do business. The Company is committed to ethical business practices, and we expect our suppliers to uphold the same high standards.

This Supplier Code of Conduct (“Code”), as may be amended from time to time, conveys our expectations regarding the principles of lawful and ethical conduct that The Company requires of its suppliers. The Company also expects suppliers to hold their employees, agents and subcontractors to the same standards contained in this Code.

The Code comes in addition to, and not in lieu of, the provisions of any legal requirements, customer mandates, agreement or contract between a supplier and The Company and is supplemented by our corporate Code of Conduct.

We expect you, as our supplier, to comply with the following principles while conducting business with The Company:

- 1. Compliance with Laws.** Supplier will abide by all applicable federal, national, state and local laws, statutes, rules, or regulations in the markets where it operates; however, where any laws or standards differ from this Code, we expect you to comply with the more stringent standards and principles.
- 2. Workplace Regulations.** Supplier will remain committed to compliance with applicable federal, national, state, and local labor laws in their countries of operations. We expect that our suppliers will (i) support the payment of competitive wages and benefits to employees with no wage deduction as a disciplinary measure, (ii) make written documentation regarding wage/hour law information or additional such relevant items available to employees, (iii) pay overtime at a premium/higher rate; and, (iv) consistent with applicable law, respect the rights of employees to decide whether or not to join a union and engage in collective bargaining and facilitate these rights in situations where they are restricted under law.
- 3. Labor Practices and Universal Human Rights.** Supplier will respect human rights and ensure that neither its operations nor its suppliers utilize child or forced labor in alignment with ILO Forced Labor and Minimum Age Conventions.
- 4. Harassment or Abuse.** Supplier shall provide a work environment that is respectful of employees’ rights and dignity. This includes prohibiting sexual harassment or abuse, indecent or threatening displays or gestures, abusive tone or language or any other kind of undesired physical or verbal contact, such as bullying. Additionally, this includes

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prohibiting retaliation against any individual who makes a good faith report of harassment, discrimination, or retaliation.

- 5. Non-Discrimination.** The Company does not tolerate any form of discrimination in the workplace. We are committed to diversity and inclusion in the work environment. Supplier shall ensure that all terms and conditions of employment, promotion, and remuneration are based on an individual's skill, ability, experience, and performance. Discrimination in the workplace, including any segregated facilities, that is based on an individual's race, color, religion, sex, age, national origin, gender, sexual orientation, physical or mental disability, pregnancy, medical condition, genetic information, ancestry, citizenship status, marital status, covered veteran status, place of residence or business, gender identity and expression, or any other status protected by applicable law, is strictly prohibited.
- 6. Environmental Performance.** Supplier shall seek to minimize its impact on the environment (including but not limited to greenhouse gas emissions, water discharge, toxic substances and hazardous waste disposal) and will fully comply with or exceed all applicable environmental regulations or standards.
- 7. Employee Health and Safety.** Supplier will provide a safe and healthy workplace in conformance with all applicable laws, rules, and regulations.
- 8. Anti-bribery and corruption.** Supplier shall maintain strict policies that prohibit bribery and other improper payments to public officials consistent with the Byrd Anti-Lobbying Amendment; Copeland "Anti-Kickback" Act of 1986; U.S. Foreign Corrupt Practices Act, similar laws in other countries, and the OECD Anti-Bribery Convention.
- 9. Intellectual Property.** Supplier shall respect the intellectual property rights of The Company and others. Supplier shall not use any trade secrets, business processes, or intellectual property of The Company or its Customers except to the limited extent granted in its contract. Supplier will grant a perpetual, non-exclusive, worldwide, assignable license to use any third-party or pre-existing intellectual property used in performance of its services. Supplier guarantees that all work shall be free from claims of patent, copyright, and/or trademark infringement.
- 10. Data Privacy.** Supplier must take all reasonable and appropriate steps to safeguard all information ascertained from its business relationship with The Company. We require our suppliers to collect, process, use, store and retain personal information obtained from The Company only as necessary and in compliance with all applicable data privacy and data protection laws. Supplier shall maintain a comprehensive data and systems security program, which includes appropriate technical, organizational, administrative, and physical security measures to: (i) ensure security and confidentiality; (ii) protect against destruction or loss; or (iii) prevent unauthorized access, acquisition, use, disclosure, or alteration; of any information, The Company's or its Customer's information systems or networks.

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- 11. Diversity.** The Company is committed to doing business with small, local, and diverse suppliers including women-owned, minority-owned, service-disabled-veteran-owned, veteran-owned, LGBT-owned, disability-owned, HUBZone, and small disadvantaged businesses. Suppliers are also expected to share The Company's commitment to supplier diversity by sub-contracting with small and diverse suppliers, conducting and maintaining size and diversity status verifications, and complying with reporting requirements.
- 12. Notification.** Supplier agrees it will notify The Company, in a timely manner, of any adverse action taken against Supplier by any governmental entity for any violation(s) of applicable laws or regulations. Additionally, Supplier must immediately notify The Company if any employee/representative of The Company or its subsidiary companies violates this Code. Examples of violations include but are not limited to; requests for improper benefits (kickbacks, payments, etc.), harassment, bullying, or discrimination. Supplier notification should be made by contacting The Company's Chief Compliance Officer at: 215-284-4122 or compliance@asplundh.com.

It is your responsibility to ensure that your employees, agents, and subcontractors working on The Company's business understand and comply with this Supplier Code of Conduct. The Company reserves the right to terminate its business relationship with any supplier that does not adhere to this Supplier Code of Conduct or any applicable law.

The Company may conduct reasonable inquiries of its suppliers to assure compliance with this Code.

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**Asplundh Tree Expert, LLC.
Supplier Code of Conduct Certification**

By completing this document, I certify:

1. I am a qualified representative for my organization.
2. I have received a copy of the Asplundh Tree Expert, LLC. Supplier Code of Conduct.
3. I have carefully reviewed the document and agree that my organization will comply with the responsibilities and standards it describes.
4. I will notify Asplundh's Chief Compliance Officer of any violations of the Code as outlined.
5. I understand that violations of this Code could result in termination of my organization's contract/agreement with The Company or its subsidiary companies.
6. My organization will not retaliate against any employee or other individual for reporting a perceived violation of the Code.

Supplier

Name: _____

Name of Supplier

Representative: _____

Signature: _____

Position: _____

Date: _____