NEXUS

NEXUS INDUSTRIAL GROUP, LLC
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SUPPLIER CODE OF CONDUCT.

STANDARDS FOR SUPPLIERS AND SUBCONTRACTORS

DOC NO.	VERSION	STATUS
NXS-SCOC	1.0 · 2026	Draft for counsel review

Nexus Industrial Group expects every supplier, subcontractor, and service provider ("Supplier") to conduct business lawfully, ethically, and safely. This Code applies in addition to the Nexus Purchase Order Terms and Conditions (NXS-LEGAL-POT) and any supplier agreement. Suppliers are expected to apply the same standards to their own sub-tier suppliers.

01

SECTION

LEGAL COMPLIANCE

Supplier will comply with all laws and regulations that apply to its business and to the goods and services it provides to Nexus, in every country where it operates. Where this Code sets a higher standard than local law, Supplier will meet this Code.

02

SECTION

BUSINESS INTEGRITY

ANTI-BRIBERY	No bribes, kickbacks, facilitation payments, or improper payments of any kind, directly or through third parties, consistent with the U.S. Foreign Corrupt Practices Act and other anti-corruption laws.
GIFTS AND HOSPITALITY	No gifts, entertainment, or hospitality to Nexus employees beyond nominal value, and never in connection with a pending decision or order.
CONFLICTS OF INTEREST	Disclose to Nexus any financial or personal relationship between Supplier and a Nexus employee that could affect business decisions.

FAIR COMPETITION	No price fixing, bid rigging, market allocation, or other anti-competitive conduct.
ACCURATE RECORDS	Keep complete and accurate books, records, test reports, and certifications. Never falsify documents, including mill test reports and certificates of conformance.

03 SECTION — LABOR AND HUMAN RIGHTS

- No forced, bonded, indentured, or prison labor, and no human trafficking. Workers are free to leave employment with reasonable notice and are not required to pay recruitment fees or surrender identity documents.
- No child labor. Workers must be at least the legal minimum working age, and no younger than fifteen (15).
- Wages and benefits meet at least legal minimums, and working hours comply with applicable law.
- No harassment, abuse, or discrimination based on race, color, religion, sex, national origin, age, disability, or any other protected characteristic.
- Respect for workers' lawful rights to freedom of association and collective bargaining.

04 SECTION — HEALTH AND SAFETY

Supplier will provide a safe and healthy workplace, comply with applicable occupational health and safety laws, provide appropriate protective equipment and training, and maintain emergency preparedness. When working at a Nexus or customer site, Supplier will follow that site's safety rules and report every incident and near miss promptly.

05 SECTION — ENVIRONMENT

Supplier will hold required environmental permits, manage hazardous materials and waste safely and lawfully, and work to reduce emissions, waste, and resource use. Supplier will comply with product content restrictions that apply to the goods it supplies, including RoHS and REACH where relevant.

06 SECTION — RESPONSIBLE SOURCING

Supplier will exercise due diligence on the source and chain of custody of tin, tantalum, tungsten, gold, and cobalt in its products, consistent with the OECD Due Diligence Guidance, and provide conflict minerals (CMRT) and extended minerals (EMRT)

reporting templates when Nexus requests them. Supplier will not supply goods produced in violation of U.S. forced-labor import restrictions.

07

SECTION

TRADE COMPLIANCE

Supplier will comply with export control, customs, and sanctions laws, provide accurate country-of-origin and classification information, and not supply goods or services from, or involving, sanctioned countries or parties.

08

SECTION

CONFIDENTIALITY AND DATA

Supplier will protect Nexus and customer confidential information, drawings, and personal data, use it only for the purpose it was provided, and report any suspected unauthorized access or disclosure to Nexus without delay.

09

SECTION

QUALITY

Supplier will maintain a quality system appropriate to its products and services, meet Nexus specifications and quality requirements, and notify Nexus promptly of any nonconformity or change in materials, processes, sub-tier sources, or location.

10

SECTION

MONITORING AND REPORTING

Nexus may request information, questionnaires, or audits to confirm compliance with this Code. Supplier will correct any non-compliance within an agreed time. Serious or repeated violations may lead to termination of the business relationship.

Supplier and its employees may report suspected violations of this Code, in confidence and without retaliation, to Nexus management at 713.282.7440.

ACKNOWLEDGMENT

SUPPLIER ACKNOWLEDGMENT.

The undersigned confirms that Supplier has received and read this Code and agrees to comply with it.

SUPPLIER:

SIGNATURE

PRINTED NAME

TITLE

COMPANY

DATE