



Lufkin Integrity Guide for Suppliers, Contractors and Consultants

A Message from Lufkin Industries:

Lufkin Industries (“Lufkin”) is committed to unyielding integrity and high standards of business conduct in everything we do, especially in our dealings with Lufkin suppliers, contractors, consortium partners and consultants (collectively “Suppliers”). Lufkin bases its Supplier relationships on lawful, efficient and fair practices, and Suppliers must adhere to applicable legal and regulatory requirements in their business relationships as set out in this Integrity Guide for Suppliers, Contractors and Consultants (the “Guide”) in connection with their activities for Lufkin.

Suppliers are responsible to ensure that they and their employees, workers, representatives, suppliers and subcontractors comply with the standards of conduct set out in this Guide, act in accordance with all applicable state and local laws and in any other contractual obligations to Lufkin. Please contact the Lufkin manager you work with or any Lufkin Compliance Resource if you have any questions about this Guide or the standards of business conduct that all Lufkin Suppliers must meet.

Responsibilities of Lufkin Suppliers

You, as a Supplier to Lufkin, agree to

Fair Employment Practices:

- I. observe all applicable laws and regulations governing wages and hours, recruitment and employment contracts;
- II. allow workers to choose freely whether to organize or join associations of their own choosing for the purpose of collective bargaining as provided by local law or regulation;
- III. prohibit discrimination, harassment and retaliation;
- IV. upon end of employment, reimburse return transportation costs for workers recruited from outside the country;
- V. not charge workers recruitment fees or utilize firms charging workers such fees;
- VI. not utilize fraudulent or misleading recruitment practices;
- VII. not hold or destroy a worker’s identity or immigration documents; and
- VIII. provide workers with terms and conditions of employment in a language the worker understands.

Ethical Environment, Health & Safety Practices:

- I. comply with applicable environmental, health and safety (EHS) laws and regulations and Lufkin’s contractor EHS requirements;
- II. to provide workers a safe and healthy workplace; and
- III. not to adversely affect the local community. If housing is provided or arranged, it must meet host country safety standards.



Human Rights:

- I. respect human rights of your employees and others in your business operations
- II. and your activities for Lufkin;
- III. not to employ workers younger than sixteen (16) years of age or below the applicable minimum age, whichever is higher;
- IV. not to use forced, prison or indentured labor, or workers subject to any form of physical, sexual or psychological compulsion, exploitation or coercion, or to engage in or abet trafficking in persons;
- V. to adopt policies and establish systems to procure tantalum, tin, tungsten, and gold from sources that have been verified as conflict free; and
- VI. to provide supporting data on your supply chain for tantalum, tin, tungsten, and gold to Lufkin when requested, on a platform to be designated by Lufkin.

Working with Governments, Improper Payments and Dealings with Lufkin Employees and Representatives:

- I. maintain and enforce a policy requiring adherence to lawful business
- II. practices, including a prohibition against bribery of government officials,
- III. not to offer or provide, directly or indirectly, anything of value, including cash, bribes, gifts, entertainment or kickbacks, including offers of employment , or participation in a contest , game or promotion, to any Lufkin employee, representative or Lufkin customer or to any government official in connection with any Lufkin procurement, transaction or business dealing, and
- IV. to provide supporting data to Lufkin when requested.

Competition Law: Not to share or exchange any price, cost or other competitive information or engage in any collusive conduct with any third party with respect to any proposed, pending or current Lufkin procurement.

Intellectual Property: respect the intellectual and other property rights of Lufkin and of third parties, including all patents, trademarks and copyrights.

Security and Privacy:

- I. respect privacy rights and secure the data of Lufkin employees, customers,
- II. and suppliers (collectively, “Lufkin Data”);
- III. to implement and maintain physical, organizational and technical measures to ensure the security and confidentiality of Lufkin Data in order to prevent accidental, unauthorized or unlawful destruction, alteration, modification or loss of Lufkin Data, misuse of Lufkin Data, or unlawful processing of Lufkin Data; and
- IV. protect Supplier operations and facilities against exploitation by criminal or terrorist individuals and organizations.



Trade Controls & Customs Matters: Not to transfer Lufkin technical information to any third party without the express, written permission of Lufkin, and to comply with all applicable trade control laws and regulations in the import, export, re-export or transfer of goods, services, software, technology or technical data including any restrictions on access or use by unauthorized persons or entities.

Controllership: ensure that all invoices and any customs or similar documentation submitted to Lufkin or governmental authorities or audited by third parties in connection with transactions involving Lufkin accurately describe the goods and services provided or delivered and the price thereof and ensure that all documents, communications and accounting are accurate and honest.

How to Raise a Question or Concern

Subject to local laws and any legal restrictions applicable to such reporting, each Lufkin Supplier is expected to inform Lufkin promptly of any concern related to this Guide affecting Lufkin, whether or not the concern involves the Supplier, as soon as the Supplier has knowledge of such an occurrence. Lufkin Suppliers also must take such steps as Lufkin may reasonably request to assist Lufkin in the investigation of any such occurrence involving Lufkin and the Supplier. If Supplier's work is related to a U.S. government contract, Supplier must notify Lufkin of any alleged non-conformance with this Supplier Integrity Guide.

- I. Define your question/concern: Who or what is the concern? When did it arise? What are the relevant facts?
- II. Prompt reporting is crucial — a question or concern may be raised by a Lufkin Supplier as follows:
- III. By discussing with a cognizant Lufkin Manager; OR
- IV. By contacting any Compliance Resource (e.g., Lufkin legal counsel or auditor)
- V. Lufkin Policy forbids retaliation against any person reporting such a concern