

SUPPLIER CODE OF CONDUCT

For Subcontractors, Staffing Providers & Vendors

Document Owner: VP of Procurement | Effective: May 1, 2026

TABLE OF CONTENTS

1. Introduction & Scope
2. Compliance with Laws
3. Equal Employment Opportunity & Non-Discrimination
4. Labor Conditions, Wages & Human Rights
5. Workplace Safety: General Requirements
6. Workplace Safety: Restoration-Specific Hazards
7. Drug, Alcohol & Weapons-Free Workplace
8. Co-Employment & Staffing Provider Responsibilities
9. Government Contracting Compliance (FAR/DFARS)
10. Ethics, Anti-Bribery & Anti-Corruption
11. Fair Competition & Antitrust
12. Data Privacy, Cybersecurity & AI
13. Environmental Sustainability
14. Supply Chain Transparency & Modern Slavery
15. Subcontractor Flow-Down Requirements
16. Accurate Records & Internal Controls
17. Reporting, Non-Retaliation & Audits
18. Violations & Consequences
19. Insurance Requirements
20. Trade Licensing & Regulatory Compliance
21. Quality & Workmanship Standards
22. Customer Interaction Standards
23. Insurance Restoration Jobsite Conduct

1. Introduction & Scope

BluSky Restoration Contractors, LLC ("BluSky") is committed to the highest ethical business standards, compliance with the law, and the safety and well-being of all workers in our supply chain. Our core values — integrity, excellence, empathy, teamwork, innovation, passion, and fun — underpin everything we do.

BluSky performs complex restoration, renovation, environmental remediation, and roofing work — including projects involving asbestos, mold, fire, water, and other hazardous conditions — often on behalf of state and federal government clients. The standards in this Code reflect that elevated operating environment.

This Supplier Code of Conduct ("Code") applies to all entities providing services, labor, staffing, or materials to BluSky, including:

- Domestic subcontractors and trade partners
- Staffing and labor providers
- Material vendors and suppliers
- Partners engaged on federal, state, or local government projects

This Code is incorporated by reference into all BluSky subcontractor agreements, purchase orders, and qualification packets. Compliance is a condition of doing business with BluSky. Where applicable laws conflict with this Code, the higher standard applies. This Code reflects BluSky's commitment to social, economic, and environmental responsibility across its supply chain, consistent with the principles of the United Nations Universal Declaration of Human Rights (UDHR).

2. Compliance with Laws

All Suppliers must comply with applicable national, federal, state, and local laws and regulations. This obligation flows to lower-tier subcontractors and vendors on all BluSky projects. Key compliance areas include:

- Civil rights, human rights, and labor laws
- Environmental, health, safety, and hazardous materials regulations
- Immigration and work authorization laws
- Antitrust and fair competition laws
- Tax, financial reporting, and export control obligations
- Trade sanctions laws

Ignorance of applicable law does not excuse non-compliance. Where local custom conflicts with law, law prevails.

3. Equal Employment Opportunity & Non-Discrimination

BluSky is committed to merit-based employment practices. All Suppliers must maintain workplaces free from unlawful discrimination, harassment, and retaliation. Employment decisions must be based on qualifications, skills, and merit. Suppliers shall not discriminate on the basis of:

- Race, color, religion, or national origin
- Sex or pregnancy
- Age or disability
- Veteran or citizenship status
- Any other characteristic protected under applicable federal, state, or local law

Suppliers must maintain written non-discrimination and anti-harassment policies and provide training to all supervisory personnel. Suppliers engaged on federal contracts must comply with all applicable federal anti-discrimination laws and applicable contracting requirements in effect at the time of contract performance. Suppliers performing work on federal contracts or subcontracts shall not engage in racially discriminatory DEI activities, as defined under applicable Executive Orders, including disparate treatment based on race or ethnicity in recruitment, hiring, promotion, contracting, program participation, or the allocation or deployment of resources.

4. Labor Conditions, Wages & Human Rights

BluSky is committed to upholding internationally recognized human rights as set forth in the United Nations Universal Declaration of Human Rights (UDHR). Suppliers must respect and support these principles across their operations and supply chains. Suppliers must further ensure all workers — including subcontracted and temporary labor — are treated with dignity and compensated in compliance with all applicable laws.

Wage & Hour Compliance

Suppliers must pay at least applicable minimum wages, prevailing wages where required, and lawful overtime. Wage deductions must comply with law and may not be used as a disciplinary tool. Suppliers must contribute to all required social security and benefits programs.

Forced & Child Labor Prohibition

The use of forced, compulsory, trafficked, bonded, or child labor is strictly prohibited at any tier. Workers must be free to terminate employment without penalty and must not be required to surrender identity documents as a condition of employment.

Freedom of Association

Suppliers must respect workers' rights to lawful association and collective bargaining consistent with

applicable law.

Suppliers must provide workers with clear, accurate information about the terms of their employment before work begins. Fraudulent or misleading recruitment practices are prohibited.

Community Engagement & Social Responsibility

BluSky encourages all Suppliers to invest in the communities in which they operate through responsible business practices, employee volunteer programs, and community development activities where practicable. Suppliers are expected to conduct their business in a manner that supports the social and economic well-being of the communities and individuals affected by their operations, consistent with the standards of this Code.

5. Workplace Safety: General Requirements

The protection of workers, the public, and the environment is a core BluSky value. All Suppliers must provide a clean, safe, and healthy work environment and comply fully with OSHA and all applicable federal, state, and local safety laws. Specifically, Suppliers must:

- Maintain a written safety program appropriate to the scope of work
- Conduct site-specific hazard assessments and safety orientations before commencing work
- Report and investigate all injuries, illnesses, and near-miss incidents as required
- Provide all required personal protective equipment (PPE) to workers at no cost
- Maintain OSHA 300 logs and make them available to BluSky upon request
- Immediately correct unsafe conditions and stop work when necessary to protect workers
- Maintain a system for workers to report safety concerns without fear of retaliation
- Cooperate fully with BluSky, project owners, and any insurance or loss prevention professionals
- Maintain accurate and current safety training records and make them available to BluSky upon request
- Ensure that all employees who operate vehicles, tools, equipment, or machinery possess all required licenses and certifications as required by OSHA or other applicable regulations
- Comply fully with OSHA reporting requirements, including the timely reporting of serious injuries, hospitalizations, amputations, fatalities, or other reportable incidents
- When requested by BluSky, maintain a designated safety professional onsite for the duration of the project

6. Workplace Safety: Restoration-Specific Hazards

BluSky's work frequently involves hazardous environmental conditions unique to the restoration industry. Suppliers performing asbestos abatement, mold remediation, fire/water restoration, or other specialized scopes must meet the following additional requirements:

Certifications & Licensing

- All personnel performing asbestos abatement must hold valid state-issued asbestos contractor/supervisor licenses
- All personnel performing mold remediation must hold current IICRC (Institute of Inspection Cleaning and Restoration Certification) or equivalent certifications
- All applicable personnel must hold certifications required by the state(s) in which work is performed
- Suppliers must provide copies of all licenses and certifications to BluSky prior to commencing work

Asbestos & Hazardous Material Containment

- Suppliers must establish negative pressure enclosures (NPE) with HEPA-filtered air scrubbers to prevent cross-contamination
- Asbestos-containing materials (ACM) must be handled using wet methods to minimize airborne fiber release
- Air monitoring must be conducted during and after remediation to ensure fiber and spore levels remain within permissible exposure limits (PEL)
- Workers must be fit-tested for respirators appropriate to the hazard (N95 minimum; P100 for asbestos and mold)

Hazardous Waste Management

- All ACM and hazardous waste must be double-bagged in 6-mil poly bags, properly labeled, and transported in sealed containers
- Suppliers must maintain detailed waste shipment records (manifests) and dispose of all hazardous waste only at authorized, licensed facilities
- Spill control procedures must be in place to prevent contaminated wastewater or runoff from entering storm drains or public waterways
- Suppliers must obtain all required EPA/state agency permits and notifications before asbestos abatement begins

Emergency Response

- Suppliers must maintain documented emergency response procedures covering fire, chemical spills, and medical emergencies
- All workers must be trained on evacuation routes and emergency protocols prior to commencing work

7. Drug, Alcohol & Weapons-Free Workplace

All BluSky project sites must be free of drugs, alcohol, and weapons. Suppliers must enforce the following on all BluSky projects:

- Working under the influence of any substance that could impair judgment or performance is strictly prohibited
- The possession, sale, use, or distribution of drugs or alcohol on any BluSky project site is prohibited, including during breaks and mealtimes
- The misuse of prescription medications or over-the-counter drugs that may impair safe work performance is prohibited
- Weapons of any kind are prohibited on all BluSky jobsites and workplaces
- Suppliers must promptly report to BluSky any threats, acts of violence, or unsafe conduct observed on a BluSky project

8. Co-Employment & Staffing Provider Responsibilities

BluSky works with staffing and labor providers and recognizes the importance of clear boundaries to mitigate co-employment risk. Staffing Providers and their clients must maintain the following:

Exclusive Supervisory Control

Staffing Providers must supply their own on-site supervision. BluSky managers and supervisors will not provide day-to-day direction, discipline, or performance reviews to Staffing Provider employees. All employment-related communications (pay, benefits, schedule changes) must flow through the

Staffing Provider's management.

Worker Identification

Non-BluSky employees must wear identification — such as a badge or nameplate — that clearly identifies their actual employer. BluSky-branded safety vests, PPE, or other site equipment may be worn in addition to, but not in substitution of, this employer-identifying identification.

In addition, Staffing Providers must:

- Verify legal work authorization for all placed workers prior to assignment
- Ensure all placed workers are properly classified under applicable labor and tax law
- Not require workers to pay fees or deposits to secure or maintain placement
- Provide all placed workers with clear, accurate employment terms before assignment begins
- Notify BluSky immediately of any labor disputes, regulatory investigations, or safety incidents involving placed workers

9. Government Contracting Compliance (FAR/DFARS)

Suppliers engaged on federal or state government projects must comply with all applicable requirements, including:

- All FAR clauses flowed down in BluSky's subcontract
- DFARS clauses applicable to defense-related projects
- SAM.gov eligibility — Suppliers must not be debarred, suspended, or proposed for debarment
- E-Verify requirements for employee work authorization on federal projects
- Buy American Act and Trade Agreements Act sourcing restrictions
- Prevailing wage requirements under the Davis-Bacon Act and Service Contract Act
- Small business subcontracting goals and reporting requirements where applicable
- Cost Accounting Standards (CAS) compliance where required

Anti-Kickback

No Supplier may offer, solicit, or accept kickbacks in connection with any federal subcontract. Violations will be reported as required by law.

Federal Anti-Discrimination Compliance

Federal contract Suppliers must comply with all applicable federal anti-discrimination laws and applicable contracting requirements in effect at the time of contract performance.

10. Ethics, Anti-Bribery & Anti-Corruption

Suppliers must never offer, pay, promise, or authorize anything of value — directly or indirectly — to any government official, customer, or BluSky employee to obtain, retain, or influence business. This prohibition applies equally to commercial bribery involving private sector individuals.

- **Gifts & Entertainment:** No gifts, meals, entertainment, or items of value that could create a conflict of interest or appearance of impropriety. Free or discounted goods or services for any BluSky employee's personal use are considered gifts and are prohibited.
- **Conflicts of Interest:** Disclose any actual, potential, or perceived conflicts involving BluSky personnel or government officials promptly.

- **Books & Records:** Maintain accurate, complete records. No false entries, off-book accounts, or misleading financial statements.
- **Facilitation Payments:** Payments to government officials to expedite routine actions ("grease payments") are prohibited even if permitted by local custom.
- **Money Laundering:** Suppliers must comply with all anti-money laundering laws and only work with third parties engaged in legitimate business activities.
- **Political Contributions:** No contributions on behalf of, or in connection with, any BluSky project or relationship.

11. Fair Competition & Antitrust

Suppliers must compete fairly and honestly. The following practices are prohibited:

- Price-fixing or bid-rigging of any kind
- Collusion or improper coordination with competitors during bidding
- Dividing markets, customers, or territories with competitors
- Any other practice that discourages fair competition or creates an unlawful competitive advantage

Report any suspected bid coordination or unfair competition concerns on BluSky projects to BluSky's General Counsel immediately.

12. Data Privacy, Cybersecurity & AI

Any Supplier that handles BluSky data, client information, or project records must protect that information appropriately. All Suppliers must:

- Implement security measures proportionate to the sensitivity of data handled
- Limit access to authorized personnel on a need-to-know basis
- Notify BluSky of any confirmed or suspected data breach without unreasonable delay and no later than 48 hours after discovery
- Use BluSky data only for performance of the applicable contract
- On federal projects, comply with applicable federal cybersecurity requirements as specified in the contract (which may include NIST SP 800-171 or CMMC standards)
- Return or destroy all BluSky confidential data upon contract termination
- Never discuss confidential project or client information in public or unsecured settings

Artificial Intelligence

Suppliers may use AI tools to support their work for BluSky only subject to the following:

- Confidential BluSky, client, or project information may not be entered into public or generative AI tools without BluSky's prior written consent
- Any work product generated with AI assistance must be reviewed and approved by a qualified person before submission to BluSky
- AI must not replace human judgment in technical, safety-sensitive, or compliance-critical areas
- Suppliers remain fully accountable for the quality, accuracy, and compliance of all work product regardless of whether AI tools were used

13. Environmental Sustainability

Suppliers must comply with all environmental laws and adopt practices that minimize environmental impact on every BluSky project, including:

- Obtaining and maintaining all required environmental permits, licenses, and registrations

- Properly handling, storing, transporting, and disposing of hazardous materials and waste per all applicable regulations
- Reporting spills or releases immediately to BluSky and applicable authorities
- Complying with all stormwater management and pollution prevention requirements on project sites
- Recycling non-contaminated debris and using energy-efficient equipment where practicable
- Minimizing use of materials containing persistent, bio-accumulative, or toxic (PBT) chemicals

14. Supply Chain Transparency & Modern Slavery

BluSky prohibits modern slavery, human trafficking, and forced labor at every tier of its supply chain. Suppliers must:

- Conduct reasonable due diligence to identify and address modern slavery risks within their supply chains
- Not use, benefit from, or facilitate forced labor, debt bondage, trafficking, or child labor
- Verify legal work authorization for all workers through lawful means
- Not confiscate workers' identity documents or restrict freedom of movement
- Not require workers to pay recruitment fees to secure or maintain employment
- Immediately report any identified instance of trafficking or forced labor to BluSky and law enforcement

15. Subcontractor Flow-Down Requirements

All Code obligations apply equally to lower-tier subcontractors and vendors ("Lower-Tier Suppliers"). Direct Suppliers must:

- Incorporate Code requirements into all lower-tier subcontracts and purchase orders
- Obtain BluSky's prior written approval before engaging any lower-tier subcontractor not previously vetted
- Conduct due diligence on Lower-Tier Suppliers before engagement and monitor ongoing compliance
- Flow down all applicable government contract clauses as required by BluSky's prime or subcontract
- Notify BluSky of any material non-compliance by a Lower-Tier Supplier

Failure to impose and enforce these requirements on Lower-Tier Suppliers constitutes a violation of this Code. Suppliers may be held responsible for misconduct by any lower-tier entity performing work on their behalf for BluSky.

16. Accurate Records & Internal Controls

Suppliers must maintain accurate, complete, and timely records related to all work performed for BluSky. Falsifying records, concealing transactions, or failing to properly document work is strictly prohibited. Required records include, but are not limited to:

- Bid documentation, purchase orders, change orders, and invoices
- Timesheets, payroll records, and prevailing wage certifications
- Health and safety logs, injury reports, and OSHA 300 logs
- Waste manifests, disposal records, and environmental permits
- Employment contracts, proof of certifications and licenses, and work authorization documents

Suppliers must have appropriate internal controls to ensure compliance with applicable laws, contract requirements, and this Code, including controls for financial reporting, labor management, safety, and procurement. Controls should be tested periodically and updated when new risks arise.

17. Reporting, Non-Retaliation & Audits

BluSky encourages Supplier personnel to report, in good faith, any concerns about potential Code violations, applicable law, or BluSky policies. Reports may be made to:

- BluSky General Counsel: [legal@goblusky.com]
- BluSky Ethics Hotline: [INSERT HOTLINE NUMBER/URL] — available 24/7, anonymous reporting available
- Project Manager or BluSky Site Supervisor

BluSky prohibits retaliation against any individual who reports a concern in good faith or cooperates in an investigation. Suppliers that retaliate will be subject to immediate termination.

Right to Audit

BluSky reserves the right to conduct announced or unannounced on-site inspections and audits of any Supplier — and any lower-tier Supplier — to verify compliance with this Code, applicable law, and contract requirements at any time. Suppliers must cooperate fully with all audits and provide requested records, access to facilities, and availability of personnel.

Suppliers must promptly forward to BluSky any subpoenas, regulatory inquiries, media requests, or other third-party communications concerning BluSky projects, to the extent permitted by law.

18. Violations & Consequences

Suppliers that fail to meet the standards of this Code are subject to one or more of the following:

- Written notice of violation with required corrective action plan
- Suspension from active BluSky projects pending investigation
- Removal from BluSky's approved vendor/subcontractor list
- Termination of all existing contracts with BluSky
- Referral to government authorities where legally required
- Civil or legal action where appropriate

BluSky reserves the right to consider Code compliance history when making all future procurement decisions. Suppliers must maintain compliance records for a minimum of seven (7) years, or longer as required by applicable law or contract.

19. Insurance Requirements

All Suppliers must maintain appropriate insurance coverage for the duration of any BluSky project. At a minimum, Suppliers must carry:

- Commercial General Liability insurance in amounts required by the applicable subcontract agreement
- Workers' Compensation insurance as required by applicable state law
- Automobile Liability insurance covering all vehicles used in connection with BluSky projects
- Any additional insurance coverages required by the applicable subcontract, project owner, or government contract

Suppliers must name BluSky Restoration Contractors, LLC as an additional insured on all required policies and provide certificates of insurance prior to commencing work. Suppliers must notify BluSky immediately of any material change or cancellation of required coverage.

20. Trade Licensing & Regulatory Compliance

All Suppliers must hold and maintain all trade licenses, contractor registrations, and regulatory authorizations required to perform their scope of work in each jurisdiction where work is performed. This includes:

- State and local contractor licenses applicable to the trade or scope performed
- Specialty licenses required for restoration, environmental remediation, asbestos abatement, mold remediation, or other regulated scopes
- All professional certifications required by applicable law or BluSky's subcontract agreement

Suppliers must provide copies of all applicable licenses and certifications to BluSky prior to commencing work and must promptly notify BluSky of any lapse, suspension, revocation, or limitation of any required license or certification during the course of a project.

21. Quality & Workmanship Standards

BluSky is committed to delivering high-quality restoration outcomes for its clients. All Suppliers must perform their work in a professional, workmanlike manner consistent with:

- Applicable federal, state, and local building codes and standards
- Manufacturer specifications and installation requirements for all materials used
- Recognized industry standards for the applicable trade or scope (e.g., IICRC, RIA, NRCA, or applicable trade standards)
- The requirements of the applicable BluSky subcontract and project documents

Suppliers are responsible for the quality of all work performed by their employees and lower-tier subcontractors. Deficient work must be corrected promptly and at no additional cost to BluSky or the project owner. Suppliers must not substitute materials or deviate from approved specifications without prior written authorization from BluSky.

22. Customer Interaction Standards

BluSky frequently performs work in occupied homes, businesses, and properties following property damage events. Subcontractor conduct directly affects the customer experience and BluSky's reputation. All Supplier personnel working on BluSky projects must:

- Interact with property owners, occupants, and clients in a professional, courteous, and respectful manner at all times
- Respect the privacy of property owners and occupants and avoid unnecessary entry into areas outside the approved scope of work
- Protect client property, furnishings, and personal belongings from damage during project activities
- Not photograph, record, or share images of project sites, client property, or personal belongings without prior written authorization from BluSky and the property owner
- Not share or discuss client information, project details, or property conditions on social media or any public platform
- Not solicit additional work directly from BluSky clients or property owners during or following a BluSky project

Suppliers must report any customer complaint or adverse interaction involving their personnel to BluSky's project manager promptly.

23. Insurance Restoration Jobsite Conduct

Insurance restoration projects are performed in environments that have experienced trauma, loss, and disruption. Supplier personnel must recognize the sensitivity of these environments and conduct themselves accordingly:

- Treat all personal property, furnishings, documents, and belongings encountered on project sites with the utmost care and respect
- Do not remove, relocate, or handle personal property without the property owner's knowledge and consent, except as required for documented restoration activities
- Maintain a professional and empathetic demeanor when interacting with property owners or occupants who may be under emotional or financial stress
- Do not make representations to property owners regarding the scope, cost, or coverage of insurance claims
- Report any concern about the condition, security, or contents of a project site to BluSky's project manager immediately
- Maintain a clean, organized, and secure project site at the end of each work day, including proper storage of tools, materials, and equipment

Questions regarding this Code should be directed to BluSky's General Counsel at [\[legal@goblusky.com\]](mailto:legal@goblusky.com). | goBluSky.com | 800.266.5677