

GILSTON SUBCONTRACT XXXX-100X EXHIBIT TBD
JOINT VENTURE PARTNER, SUBCONTRACTOR, AND SUPPLIER
CODE OF CONDUCT

Introduction

Gilston Electrical Contracting LLC (“Gilston” or “Company”) strives to have a mutually beneficial relationship with our joint venture partners, subcontractors, and suppliers (collectively, “Third-parties”) based on a set of common core values and ethical standards. The company is fully committed to conducting all business in accordance with these values and standards regardless of the nature or location of its business activities. As such, Gilston requires the same level of commitment to those values in all of Company’s Third-parties.

The purpose of this *Joint Venture Partner, Subcontractor, and Supplier Code of Conduct* (“Code”) is to set out the values of the Company and the responsibilities of our Third-parties related thereto. The Code details what is expected of our Third-parties and provides guidance about how each Third-party should conduct business on a daily while working on behalf of Gilston or the Joint Venture. We encourage all our Third-parties to actively engage and participate in constructive dialogue with us regarding this Supplier Code of Conduct to foster a solid business relationship.

Scope & Applicability of Code

The Code applies to all employees, officers, senior management, intermediaries, vendors, agents, and representatives of Third-parties working on behalf of the Company regardless of where the Third-party is located or where the work is being performed. This Code of Conduct is not exhaustive and is not intended to be a comprehensive policy that addresses all Company ethical standards and laws governing Gilston and our Third-parties. This Code is merely intended to be a guide that sets forth minimum standards that every Third-party working on behalf of the Company must adhere to and actively use as a resource to understand the significant legal and ethical issues the Company and our Third-parties face during our business relationship.

Gilston expects all Third-parties to be active partners in the adherence to and enforcement of the standards set forth in this Code. Thus, we also expect all Third-parties subcontractors to convey and enforce these standards on its employees and vendors working on behalf of Gilston.

Compliance with Laws

Third-parties are required to comply with all applicable laws. You are also required to comply with the Code, including when the Code sets a higher standard than, but does not conflict with, legal requirements. Customs or local practices never take precedence over legal requirements. If you find that the Code conflicts with applicable legal requirements, you should inform the Gilston Compliance Manager.

Responsibility for Compliance

The responsibility for adhering to this Code rests with the Third-party. While Third-party management must maintain and enforce the Code, day-to-day adherence is up to each Third-party employee and/or vendor to understand what the Code requires and ensure that its mandates are followed.

Training & Certification

If any part of this Code is unclear or a Third-party is uncertain as to whether the Code applies to given situation, it is the duty of the Third-party to seek clarification from Gilston's Compliance Manager.

As general rule: whenever a Third-party has any doubt as to whether an action violates any law, regulation, or provision of this Code, the subcontractor should elevate the issue to Gilston's Compliance Manager.

Each year, Gilston will distribute to all Third-parties the most up-to-date version of this Code and communicate whether there have been any changes in the document. When necessary, Gilston will provide training or supplementary materials to assist Third-parties in adhering to the Code and all other Gilston policies and procedures. In turn, Third-parties will be required to certify in writing that they have read and understand the Code and will comply with its requirements in all regard. This certification will be required to be executed as a condition any Third-party contract. Recertification may be required periodically on a schedule to be determined solely by Gilston.

Right to Audit

Gilston reserves the right to monitor and audit each Third-parties compliance with the Code and any other contractual obligation. Accordingly, each Third-party must cooperate by providing relevant information that Gilston requests, and by making any employee or vendors accessible to Gilston so that the Company can conduct a meaningful audit. Similarly, each Third-party is required to evaluate any of their vendors working on behalf of Gilston to ensure compliance with the Code. Where requested by Gilston, each Third-party must conduct compliance audits of their

vendors to ensure compliance and enforcement of the Code. Any noncompliance by a Third-party vendor working on behalf of Gilston must be effectively remediated both in a timely manner and at no additional cost to the Company or our customers. Breaches of the Code may negatively impact a Third-party's business relationship with Gilston. Potential consequences may include, but are not limited to, contract termination. This Code does not relieve or limit a Third-party's other contractual obligations or responsibilities.

Enforcement of the Code

Third-parties who have violated this Code will be subject to disciplinary action up to and including possible termination of their contract with Gilston. Violation of the Code includes, but is not limited to, failure of the Third-party to detect the misconduct or to report the suspected violations.

Violations of the Code are not only against Gilston's policy, they may also be violations of the law. Therefore, when necessary, Gilston will notify law enforcement and regulatory authorities when the Company believes that local, state, or federal laws or regulations may have been violated.

Conflicts of Interest

Third-parties must avoid actual and apparent conflicts of interest. A conflict of interest exists when a Third-party's interest conflicts with an interest of Gilston. The Company expects every Third-party to avoid even the *potential* for a conflict of interest and therefore prohibits Third-parties from engaging in any relationship that may prevent them from performing their services faithfully and objectively. Therefore:

- Third-parties may not benefit financially from their engagement with Gilston over and above or in addition to the terms and conditions of their contract.
- Any perceived conflict of interest must be disclosed to Gilston.

Professional Conduct

In General

Third-parties must act professionally in the performance of their duties and obligations to Gilston and its customers.

Electronic Communication

Gilston expects its Third-parties to exhibit civility and professionalism in all interpersonal interactions and communications. Therefore, every Third-party must exercise proper behavior and judgment in the receipt and transmission of any email, text message, or telephone call.

Drugs & Alcohol

Third-parties are not permitted to use or be under the influence of alcohol in the performance of their services to Gilston. Third-parties are likewise forbidden to use, possess, or sell illegal drugs and misuse legally possessed drugs while working on behalf of Gilston. In its sole discretion, Gilston will report any suspected illegal conduct or activity related to the abuse of alcohol and drugs to the appropriate police or prosecutorial authorities.

Political Activities

Gilston encourages Third-parties to engage in political and civic activities as long as their activities are separate and distinct from their services to Gilston. When Third-parties participate in political activities or make political contributions, it must be clear to the objective observer that they are doing so voluntarily, in their own personal capacity, and not as a representative of the Company. Political statements or opinions of Third-parties must be made in a manner that makes clear that the opinions and views are their own and not those of the Company.

Company Property

Third-parties may only use their company property, and that of Gilston's, when authorized, for legitimate business purposes. This property includes, but is not limited to, project materials; all field-based equipment and tools; computer systems; software; networks, whether accessed at the workplace or remotely; desktop computers; laptops; cellular telephones; smartphones; and, PDAs.

Anti-Bribery Compliance

Gilston has a zero-tolerance policy regarding third-party corruption of any kind. It is the responsibility of all Third-parties to avoid any financial transaction or relationship that gives rise to an actual or apparent corruption risk. Therefore, Third-parties are prohibited from giving or receiving, or offering to give or receive, directly or through any intermediary, anything of value that may create or appear to create undue influence on another's business activities. These improper payments or transactions are prohibited in all business interactions whether with private parties or government officials. "Undue influence" occurs when something of value is given or received with an understanding that the transfer will influence the recipient to do something or not do something within their private or public duties and/or responsibilities.

Acceptance of Gifts or Cash

While engaged in activities on behalf of Gilston, a Third-party may not give or accept, or offer to give or accept, cash, gifts, or anything of value from another that is meant to exert undue influence over the recipient's private or public duties and/or responsibilities.

Extortion

Gilston does not make extortion payments. Extortion occurs when one party solicits anything of value through intimidation, coercion or threat of physical or pecuniary harm or damage. Gilston expects its Third-parties to abide by this policy and to report any attempts by anyone to secure a benefit through the use of extortion.

Government Employees & Union Officials

Additional laws and regulations govern Gilston's employees' activities with government and union officials. For this reason, Third-parties should not provide government employees and union officials with any gifts or defray the costs of entertainment, regardless of the value. While there may be appropriate exceptions to this rule, they are narrow and may only be granted with the express prior written consent of Gilston management.

Invoices and Billing

All Third-parties must bill Gilston for its costs and fees accurately, transparently, and consistent with its contract terms and conditions. In its invoices, Third-parties must detail the services provided for a specific billing period and include a detailed breakdown of all fees and costs incurred relative to each service provided to Gilston and its customer. General descriptions like "consulting" and "professional services" are inadequate as a basis upon which to bill or receive payment from Gilston.

Confidentiality

In the performance of their services, Third-parties may gain access to confidential or proprietary information. Third-parties are not permitted to:

- Obtain or attempt to obtain this confidential or proprietary information improperly and without the approval of Gilston management.

- Disclose this confidential or proprietary information to any third-party unless authorized by Gilston management.
- Use this confidential information for any improper or illegitimate purposes, including for self-gain or the gain of any third-party.

Fair Competition & Anti-Trust

Gilston is committed to following all applicable domestic and foreign laws and regulations regarding fair trade and competition. Third-parties are required to do the same. This Code strictly prohibits unfair or anti-competitive business practices.

Third-parties participating in competitive bid processes on behalf of Gilston (e.g., RFPs, RFQs, or RFIs), should avoid discussing the following with Gilston competitors or other related third-parties:

- Pricing or pricing methods.
- Proposal terms, scope, and conditions.
- Projects that Gilston may or may not submit a bid on.
- Territories that Gilston may or may not submit a bid within.

Information from competitors about these topics must be obtained through publicly available sources only. In addition, if these topics are being discussed at trade association meetings or other industry gatherings it is the Third-party's responsibility to remove themselves from the meeting and report the incident to Gilston management.

Third-parties must not participate in bid-rigging in any manner including, but not limited to, bid suppression, complementary or cover-bidding, bid rotation, or other mechanisms that limit fair competition in competitive bidding situations. Third-parties also must not participate in any form of cartel practices with competitors, such as dividing or allocating markets, customers, or price fixing.

Harassment & Discrimination

Gilston is an equal opportunity employer, where all employees and Third-parties are treated fairly. Gilston is committed to a workplace that is free of harassment and discrimination. As such, the Company does not permit discrimination or harassment of any kind based on race, sex, gender, religion, ethnicity, national origin, sexual orientation, disability, or other distinguishing characteristics.

Gilston will not tolerate verbal or non-verbal harassment of any kind, whether through personal interactions or communications that might result in the creation of a hostile work environment.

Third-parties are required to share this commitment and abide by these principles.

Safety & Health

Gilston is committed to the health, safety and well-being of its employees and Third-parties. The Company and its Third-parties are required to abide by all domestic and foreign (where applicable) health, safety, and environmental laws and regulations.

Gilston does not tolerate violence or threatening behavior of any kind. Third-parties have an obligation to report any threats of violence or intimidation. Gilston will take appropriate disciplinary action against any subcontractor who violates this policy in any manner.

Open Door Reporting and Non-Retaliation

Duty to Report

Third-parties are obligated to report to Gilston management any suspected violations of this Code or of any domestic or foreign law or regulation, where applicable.

Reporting Process

Reports to management regarding violations may be made to any member of Gilston's management. Such reports will be dealt with confidentially when feasible and practical. Following each report, Gilston will fully investigate the alleged violation, and upon completion of the investigation, it will take appropriate action, including informing law enforcement, prosecutorial agencies, or regulatory authorities where it deems the same necessary or required.

Non-Retaliation

No Third-party will face retaliation or retribution for a good faith report of a violation or suspected violation of the Code, any other Gilston policy, or of any applicable law or regulation. If a Third-party in good faith has reason to believe that there is a violation, and they report the violation, there will be no adverse consequences for the Third-party whatsoever.

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