

## SUPPLIER AND SUBCONTRACTOR INTEGRITY EXPECTATIONS

### INTRODUCTION

TechnipFMC and its subsidiaries (“TechnipFMC,” “we,” or “us”) are committed to the highest standards of ethics, fairness, honesty, and legal compliance in our business activities. Our Supplier and Subcontractor Integrity Expectations (“Expectations”) apply to anyone providing goods or services to TechnipFMC, as well as their employees, agents, contractors, and partners (“Suppliers”).

We expect all Suppliers to follow the Thirteen (13) Expectations outlined herein, which cover:

- Ethical Business Conduct
- Respect for Labor and Human Rights
- Health and Safety
- Environmental Responsibility and Responsible Sourcing
- Protecting Confidential Information, Personal Data, and Intellectual Property

**Suppliers must ensure their own suppliers and subcontractors (including any sub-tier) adhere to these expectations through enforceable contractual obligations, such as embedding human rights and worker welfare standards clauses, requiring adherence to TechnipFMC’s Supplier and Subcontractor Integrity Expectations or equivalent standards.**

Committing to and following these Expectations is required to do business with TechnipFMC. If a Supplier does not meet these Expectations, we will end our business relationship if they are unable or unwilling to correct the issue to our satisfaction or with our help.

### ETHICAL BUSINESS PRACTICES

Suppliers must conduct their operations with the highest standards of integrity and ethics, in full compliance with all applicable international, EU, national, regional, and local laws and regulations relevant to their industry and location. Suppliers are strictly prohibited from engaging in any form of unlawful or unethical business practices, including but not limited to money laundering, bribery or other corruption or collusion (to include kickbacks or other inducement), embezzlement or other theft, extortion, excessive commissions, antitrust or other anticompetitive violations, sanctions and embargo violations, import/export violations, or tax evasion. Suppliers are expected to provide their employees with training in the ethical business practices listed below.

#### 1. ANTI-BRIBERY AND CORRUPTION

- **Compliance:** Suppliers shall comply with all with the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act (UKBA), and all applicable anti-bribery and anti-corruption laws, irrespective of their location of operation. Suppliers must also perform appropriate due diligence to ensure that their sub-suppliers and business partners uphold the same standards.
- **Prohibited Conduct:** Suppliers must not, directly or indirectly, offer, give, pay, authorize, promise, solicit, or accept anything of value, whether before or after-the-fact (as a gratuity), to obtain or retain business, secure any improper advantage, or influence the improper performance of any function or activity (“Bribes”).

- **Third Party Agents:** Supplier must notify TechnipFMC before it retains any third-party intermediary to interact with government officials on behalf of TechnipFMC in connection with the products or services being supplied.
- **Definition of Bribes:** Bribes include, but are not limited to, cash, kickbacks, gifts, meals, travel, entertainment, charitable or political contributions, offers of employment or internships, or any other benefit or advantage, whether direct or indirect, including those disguised as legitimate payments.
- **Facilitation Payments** are prohibited by TechnipFMC and the UKBA as Bribes paid to individuals and intended to induce public officials or employees of government or state-owned entities to expedite or secure routine governmental actions. When a legitimate expediting fee is paid to a government entity according to a published schedule of charges for services, it is permissible (because it is not a Facilitating Payment or a Bribe).
- **Gifts and Hospitality:** Suppliers must not provide any gift, meal, or entertainment to on behalf of TechnipFMC, nor to anyone (including TechnipFMC employees) that could improperly influence, or appear to influence, business decisions.
- **Books and Records:** All business and commercial transactions must be conducted with transparency and integrity and accurately documented in the Supplier's books and records. Suppliers are required to maintain precise and complete records related to fair competition and all matters pertaining to their business with TechnipFMC. Upon request, these records must be made available to TechnipFMC for review.

## **2. ANTITRUST AND FAIR COMPETITION**

- Suppliers must comply with all applicable antitrust and fair competition laws in every jurisdiction where they operate. Engaging in anti-competitive practices is strictly prohibited.

## **3. ANTI-MONEY LAUNDERING**

- Suppliers must adhere to all applicable anti-money laundering and anti-terrorism financing laws and regulations. Suppliers are required to implement effective measures to prevent their operations from being used for money laundering or the financing of terrorism.

## **4. BOYCOTTS**

- Suppliers shall not participate in any international boycotts that are prohibited under U.S. and other applicable laws and regulations.

## **5. CONFLICTS OF INTEREST**

- Suppliers must avoid any actual or perceived conflicts of interest that could compromise their ability to make impartial and objective business decisions in connection with TechnipFMC or any of its officers, directors, or employees.
- Suppliers must proactively engage with their employees involved in the TechnipFMC business relationship to identify any actual or potential conflicts of interest, including situations that may create the appearance of a conflict. Any identified conflicts or concerns must be promptly disclosed to TechnipFMC.

## **6. TRADE COMPLIANCE**

- Suppliers must comply at all times with all applicable export and import control and economic sanctions laws and regulations, including those administered by the U.S. Department of Commerce, the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), the European Union and EU Member States, Norway, and the United Kingdom. Upon request, Suppliers must provide certifications, such as End User Declarations (EUDs) or other trade

compliance-related declarations, confirming compliance with all relevant laws, regulations, and license requirements.

- Suppliers must accurately classify all products, software, and technology using the correct import and export codes and categories required by law such as the Harmonized Tariff System (HTS or HS), Export Control Classification Numbers (ECCN), or other relevant standards to ensure compliance with trade regulations, proper customs clearance, and to avoid delays or penalties.
- Suppliers must provide TechnipFMC with all documentation necessary to comply with import/export and sanctions laws, such as commercial invoices, packing lists, certificates of origin, and any documents required to support product eligibility under Free Trade Agreements. In addition, Suppliers must cooperate fully with all requests for information and documentation as may be necessary to document and comply with requirements relating to product classification, country of origin, or to support any application for a regulatory license, or to respond to any inquiry from a relevant government authority. All records must be accurate, complete, and available for review upon request.
- Suppliers must not engage in business with any supplier, service provider, or entity located in, or acting on behalf of, countries subject to United Nations, U.S., or EU economic sanctions, nor with any party appearing on restricted or prohibited lists maintained by these authorities.
- Suppliers must certify that neither they nor any business partners involved in the supply of goods, technology, software or services are owned or controlled (50% or more) by any individual or entity listed on the OFAC SDN List.

## **7. COUNTRY OF ORIGIN**

- Suppliers must comply with all applicable laws and regulations related to product design, manufacturing, packaging, labeling, and importation in every country where their products are made or distributed.
- All required commercial invoices and supporting documentation must be accurate and meet all legal requirements.
- For assembled and manufactured products, Supplier must assess and determine the country of origin of such products in accordance with applicable customs laws and regulations.
- Unless specifically exempted by law, all products must be clearly marked with their country of origin in accordance with applicable customs laws and regulations.

## **8. HUMAN RIGHTS AND WORKER WELFARE**

TechnipFMC is dedicated to fostering an organizational culture that upholds internationally recognized human rights and labor standards. We expect all our partners to uphold these principles by actively identifying potential human rights risks within their operations and implementing appropriate measures to mitigate them.

Suppliers are also expected to support and adhere to the Building Responsibly Worker Welfare Principles, including but not limited to: -

### **8.1 Prohibition of Child Labor and Young Worker Protection**

- Suppliers must fully comply with all applicable child labor laws and guarantee that they do not employ, or source goods or services produced by individuals below the legally mandated minimum working age in the relevant country. Under no circumstances may Suppliers employ children under 15 years of age, or if higher, the legally prescribed minimum age.

- Suppliers must implement robust age verification and monitoring systems to prevent child labor in all operations and throughout their supply chains.
- Young workers under 18 years of age must not be assigned to work that could endanger their health, safety, morals, or interfere with their compulsory formal education.
- Young Workers must be paid at least minimum wage for every hour worked including any training time, as per applicable local legal requirements.
- Young workers must not be employed at night, work overtime or carry out any form of hazardous work which includes not working in or near areas where chemicals are used.
- If child labor is identified, Suppliers are required to promptly remove the child from employment in accordance with applicable laws and regulations. They must cooperate fully with TechnipFMC and relevant authorities in investigating and addressing any child labor cases and take appropriate steps to prevent recurrence.

## **8.2 Prohibition of Forced, Involuntary or Prison Labor**

- Suppliers must not use any form of forced, bonded, indentured, prison, trafficked, or involuntary labor in their operations or any tier of its supply chain. Supplier will not engage in slavery, indentured servitude, forced labor or human trafficking of any kind.
- Suppliers must be able to persuasively establish, through clear and convincing evidence as required by the United States Uyghur Forced Labor Prevention Act (UFLPA), that goods destined for entry into the United States and comprised, in whole or in part, of materials from the Xinjiang Uyghur Autonomous Region (XUAR) in China, are not made with forced labor.

## **8.3 No Payment of Recruitment Fees by Worker**

- Supplier (i.e. Employer) must commit to responsible recruitment in its operations and prohibit the payment of fees by migrant workers. The employer is responsible for paying recruitment fees (and any associated costs that are related to the hiring of a worker), also known as the Employer Pay Principle. It is a commitment that no worker should pay for a job. Therefore, workers will not be charged by the Suppliers or any subcontractors for any fees for requirement or placement.
- During onboarding, workers should be asked if they have paid money for their recruitment. If applicable, the workers must be reimbursed accordingly, along with an appropriate agent sanction, if feasible. Suppliers may be asked to demonstrate that this practice has been incorporated into their onboarding practices and to provide documentation as evidence.
- If documentation on recruitment fees is not available, Supplier will rely on workers testimony/interview, on cross check with public data sources (ILO, IFC standards), and on manpower agency / labour suppliers' agreements analysis, as sufficient evidence of payment of the recruitment fees.
- Suppliers should audit their recruitment agencies and sub-agents. At each stage of the recruitment process, the worker should be told not to pay any money and informed about how to report if they are asked to.
- Suppliers must have policies and procedures that prevent workers from paying any recruitment fees and related costs. However, if workers did pay recruitment fees, the remediation is to repay the amount.
- Suppliers must have clear contractual expectations with recruitment agencies and sub-agents that include monitoring, the right to audit partners' practices, and the right to terminate the relationship in case of serious violations. All work must be voluntary, with accurate contracts signed freely, and without threats, coercion, or penalties for non-performance.

## **8.4 Freedom to Change Employment**

- Freedom to change employment will be respected, and access to documentation and mobility should be unrestricted. All workers must be free to leave their employment with reasonable notice, and Supplier must not withhold identity documents or restrict workers' freedom of movement.
- Workers are free to refuse their contract, cancel and change their employment, and, where appropriate, return home at the end of the employee's employment.
- Suppliers will not impose unreasonable restrictions on workers' right to leave their work or terminate employment.
- Workers must always have access to their passports and personal documentation.
- Workers must have freedom of movement outside normal working hours unless there are legitimate safety or security issues that might threaten the health, safety, or well-being of the worker.

### **8.5 Fair Treatment, Non-Discrimination and Equal Opportunity**

- Workers, irrespective of their nationality, gender, ethnicity, social and legal status, race, religion, or other protected status, are treated with dignity, respect, and fairness, and are not subject to harassment, discrimination, abuse, or inhuman or degrading treatment.
- Suppliers will not discriminate in any condition of employment based on age, race, color, national origin, sex, sexual orientation, gender identity or expression, physical or mental disability, religion, union membership, military or veteran status, marital or familial status, pregnancy, or any other personal characteristic unrelated to job performance or other factor protected by applicable law.
- Suppliers are expected to foster a workplace environment that is free from all forms of harassment and abuse. This includes psychological, verbal, sexual, and physical harassment, as well as bullying, intimidation, and other forms of inhumane or degrading treatment.
- Suppliers shall comply with all applicable laws and regulations related to workplace conduct and take appropriate steps to prevent and address any such behavior.
- Suppliers must not retaliate against employees who report abuse, discrimination, ethical concerns, or violations of law.
- All reports of harassment, bullying, or abuse must be taken seriously and handled respectfully. Employees who report such issues must be protected from retaliation.

### **8.6 Employment Status**

- Suppliers must employ only individuals who are legally authorized to work in the country or region where the work is performed and must comply with all applicable immigration and employment laws.
- Suppliers are responsible for verifying and maintaining accurate records of each worker's employment eligibility and work authorization status.

### **8.7 Wages, Benefits, and Working Hours**

- Suppliers must comply with all applicable laws and regulations regarding wages, working hours, overtime, rest periods, holidays, and legally mandated benefits.
- Wage and benefit agreements will be respected. Supplier will not engage in unfair payments or failure to pay their agreed wages regularly and on time.

- All employees, including temporary staff and contract labor, must be paid fairly for all hours worked in a widely recognized currency, with other forms of compensation allowed where permitted by law.
- Suppliers must provide paid leave, including maternity and annual leave, in accordance with International Labour Organization standards and applicable laws.
- Workers must receive wages and benefits to which they are entitled in accordance with contractual arrangements that meet or exceed the national legal standards.
- Prior to commencing the work, conditions of employment must be transparent and agreed upon in writing in a language that is understood by the worker.

### **8.8 Safe, Decent Working and Living Conditions**

- A safe, healthy, and respectful working environment is to be maintained through the implementation of appropriate systems, regular assessments, and provision of necessary resources and training.
- Worker wellbeing and protection should be respected. All workers must be empowered to report concerns safely, receive adequate rest and leave, and be protected from fatigue, excessive overtime, and unsafe practices.
- Where accommodations are provided by Company, it must meet international standards for safety, hygiene, and comfort, with proper sanitation, potable water, climate control, and grievance mechanisms in place, with adequate facilities and oversight in place to ensure compliance and continuous improvement.

### **8.9 Freedom of Association and Collective Bargaining**

- Suppliers must respect employees' rights to freely choose whether or not to associate with legally recognized organizations and to participate in collective bargaining, as permitted by law.
- Suppliers must not interfere with, obstruct, or prevent any legitimate activities related to freedom of association or collective bargaining.
- In countries where the right to freedom of association is restricted under law, Supplier should recognize the right of workers to develop alternative means for independent and free association and to communicate and promote their rights and welfare.

## **9. WORKPLACE HEALTH AND SAFETY**

Suppliers must provide all employees, including temporary staff, with a safe and healthy work environment in full compliance with applicable laws and regulations. Workers must have a safe and healthy work environment, subject to a robust health and safety management system that is compliant with all governing health and safety laws and regulations and is aligned with applicable international standards and industry best practice. This includes access to safe and clean transportation and welfare amenities on project sites, and the promotion of transparent and external reporting regarding health and safety incidents.

### **9.1 Hazard Prevention & Risk Management**

- Suppliers must identify and assess potential workplace hazards to ensure a safe working environment for all employees.
- Suppliers are required to implement effective procedures and safety measures to prevent accidents, injuries, and exposure to harmful conditions and should establish clear procedures for reporting, investigating, and documenting health and safety incidents, with mechanisms that allow for external transparency and continuous improvement.



## **9.2 Safety Training & Emergency Preparedness**

- Suppliers must provide regular and comprehensive safety training to all employees to ensure they understand how to recognize and respond to workplace hazards.
- Suppliers should maintain site-specific emergency response plans, conduct regular drills, and ensure that all workers are familiar with evacuation procedures and emergency contacts.
- Health and safety measures should be inclusive and considerate of diverse worker needs, including gender, age, language, and literacy levels, to ensure equitable protection for all.

## **9.3 Personal Protective Equipment and Occupational Health**

- Suppliers must assess the specific hazards associated with each role and determine the appropriate personal protective equipment (PPE) needed to ensure worker safety.
- Suppliers must provide all employees with adequate and properly maintained PPE free of cost, and ensure workers are trained in its correct use and care.
- Regular health screenings and occupational health assessments should be conducted to identify and mitigate long-term health risks associated with specific roles or environments.

# **10. ENVIRONMENTAL RESPONSIBILITY AND RESPONSIBLE SOURCING**

As part of TechnipFMC's commitment to responsible sourcing and environmental stewardship, all Suppliers are required to comply with all applicable environmental laws, regulations, and other relevant requirements in every jurisdiction where they operate. Suppliers must comply with all relevant sustainability expectations, standards, and regulatory frameworks as they relate to their operations and supply chains. This includes, but is not limited to, transparency and reporting requirements—such as those pertaining to greenhouse gas (GHG) emissions, energy efficiency, water stewardship, waste management, and compliance with mechanisms like the Carbon Border Adjustment Mechanism (CBAM) where applicable.

## **10.1 Environmental Management**

- Suppliers must ensure that their operations do not cause harm or adverse effects to the environment and must establish and implement policies to protect the environment throughout their activities.
- Suppliers are required to meet or exceed all applicable government or international environmental standards and must have systems in place for the safe handling, collection, storage, and disposal of waste, air emissions, and wastewater. Suppliers are encouraged to adopt management systems and sustainable practices that minimize environmental impact and align with industry's best practices.

## **10.2 Sustainable Operations**

- Suppliers should proactively implement initiatives to reduce environmental harm, such as minimizing waste, lowering emissions, and improving energy and water efficiency throughout their operations.
- Suppliers are encouraged to adopt sustainable practices and resource conservation measures, integrating environmental responsibility into all business activities and decision-making processes.
- When requested, Suppliers are expected to provide accurate data and documentation to support TechnipFMC's sustainability objectives and reporting obligations. Suppliers should demonstrate

ongoing commitment to continuous improvement in their environmental, social, and governance (ESG) practices, in alignment with international standards and industry best practices.

### **10.3 Responsible Sourcing Materials**

- Suppliers shall ensure that goods provided to TechnipFMC comply with requirements covered under the scope of all relevant regulations and conventions. Supplier shall exercise due diligence to investigate the source of any conflict minerals (tin, tantalum, tungsten, and gold, collectively referred to as “3TG”) and any other minerals requested in the scope of your supply to TechnipFMC.
- Suppliers are required to maintain effective policies and due diligence processes to trace the origin of these minerals and must provide transparency and disclose their sourcing practices upon request to demonstrate compliance with all relevant regulations.

## **11. CONFIDENTIAL INFORMATION AND DATA PROTECTION**

Suppliers must protect all confidential information and comply with applicable privacy and data protection laws. Any breaches of confidentiality or data protection which may involve TechnipFMC must be promptly reported.

### **11.1 Data Security**

- Suppliers must implement and maintain robust technical and organizational measures to safeguard personal data, proprietary information, and other confidential materials, including any information accessed, received, or processed on behalf of TechnipFMC.
- Suppliers are responsible for ensuring that confidential information is not misused, improperly disclosed, or accessed by unauthorized parties, and must regularly review and update their data protection practices to remain compliant with applicable laws and contractual obligations.

### **11.2 Use of Confidential Information**

- Suppliers must not misuse, disclose, or share any confidential or proprietary information related to TechnipFMC, its products, customers, business partners, or other third parties obtained through business interactions.
- Such information must not be used for personal advantage or for the benefit of any unauthorized individual or third party and must be protected in accordance with all applicable confidentiality agreements and legal requirements.

### **11.3 Privacy Notices and Data Use**

- When collecting or processing personal data, Suppliers must provide clear, accurate, and transparent privacy notices to individuals, explaining how their data will be used and protected.
- Suppliers must respect individuals' privacy preferences and ensure that personal data is used only for the specific purposes that have been agreed upon, in compliance with applicable privacy laws and regulations.

## **12. INTELLECTUAL PROPERTY**

Suppliers are expected to uphold the highest standards of legal and ethical conduct regarding intellectual property rights. Any suspected or actual violations must be reported immediately, and Suppliers must cooperate fully to resolve such issues.

### **12.1 Respect for Third-Party Rights**



- Suppliers must ensure that all products, materials, and services provided to TechnipFMC are free from any infringement of third-party patents, trademarks, copyrights, or other proprietary rights.

## **12.2 Use of TechnipFMC Intellectual Property**

- Suppliers must not use TechnipFMC's trademarks, intellectual property, or confidential information in any form without obtaining prior written authorization from an authorized TechnipFMC representative.
- Any authorized use of TechnipFMC's intellectual property or confidential information must be strictly limited to the agreed purposes and handled in accordance with all applicable confidentiality and legal requirements.

## **13. GRIEVANCE REDRESSAL AND WHISTLEBLOWER PROTECTION**

Suppliers must establish and maintain an effective, confidential grievance process that allows all workers, including temporary staff and contractual labor, to raise concerns without fear of retaliation, and have their concerns addressed in a prompt, fair and consistent manner.

### **13.1 Accessibility and Confidentiality**

- Suppliers must establish grievance mechanisms that are accessible to all workers, including temporary staff, with due consideration for language differences.
- Where permitted or required by law, Suppliers should provide workers with the option to report grievances anonymously to encourage open and honest communication.
- Suppliers must protect all workers, including temporary staff, who report misconduct in good faith from any retaliatory practices.

### **13.2 Communication and Training**

- Suppliers must clearly communicate the grievance process to all workers, preferably in their native language, to ensure it is easily understood and accessible.
- Suppliers must provide regular training to all employees on how to use the grievance process, including their rights and protections when reporting concerns.

### **13.3 Investigation and Remediation**

- Suppliers are required to cooperate fully in investigating any reported violations of policies, procedures, or applicable laws identified through the grievance process.
- When a violation is confirmed, Suppliers must provide appropriate remedies and take corrective actions to address and prevent recurrence of the issue.

### **13.4 Access to TechnipFMC Ethical Reporting System**

- Suppliers must ensure that employees working with TechnipFMC are informed and have access to [TechnipFMC's Integrity Helpline](#) and [Code of Business Conduct](#).