



VENDORS, CONTRACTORS, SUPPLIERS & BUSINESS PARTNERS

**Code of Conduct &
Expense Reimbursement Policy**

Organizational Overview

OUR MISSION

The National Basketball Players Association (“NBPA” or the “Union”) is the labor union that represents active professional basketball players in the National Basketball Association (“NBA”).

Established in 1954, the NBPA’s mission is to ensure that the rights of NBA players, our members, are protected and that every conceivable measure is taken to assist players in maximizing their opportunities and achieving their goals, both on and off the court.

Whether through negotiating a collective bargaining agreement, prosecuting a grievance on a player’s behalf, or counseling a player on benefits and educational opportunities, the NBPA advocates on behalf of the best interest of all NBA players.

OUR CORE VALUES

At the NBPA, we are committed to our mission and understand the importance and impact of every interaction that we have with fellow employees and with our members. To best meet the needs of the players we serve, we have developed a set of core values to guide our daily interactions and influence our decision-making. These values include, but are not limited to:

Transparency

We aim for complete transparency in our interactions with one another, our members and the greater world.

Collaboration

We endeavor to work together to deliver the best possible services to our members.

Integrity

We understand that acting with integrity is critical to our success, and we approach all actions in the workplace with honesty and dependability.

Improvement

We empower our employees and members to continue their own professional development by providing access to personal growth opportunities, as doing so benefits the organization as a whole.

To effectively serve the needs of our members, the NBPA operates with the highest standards of ethics, transparency, and integrity. We also act responsibly as a steward of our members’ resources. We expect our vendors, contractors, suppliers, and business partners to share our commitment to these principles. To this end, we have adopted the attached Code of Conduct (this “Code”) and a Travel and Expense Policy. All of our vendors, contractors, suppliers and business partners are required to comply with both policies as a condition of doing business with the NBPA.

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VENDORS, CONTRACTORS, SUPPLIERS & BUSINESS PARTNERS

Code of Conduct

The NBPA is committed to conducting its business in a socially responsible and ethical manner. All NBPA vendors, suppliers and business partners - including their contractors - are expected to share this commitment and must comply with the following code of conduct.

This policy applies to third parties conducting business with the NBPA and all of its affiliates. You are advised to check back regularly as this policy may be modified from time to time. If you have any questions, please contact the NBPA.

ETHICAL STANDARDS

Vendors, contractors, suppliers and business partners shall conduct their businesses in accordance with the highest standards of ethical behavior, which include, but are by no means limited to honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each human being.

COMPLIANCE WITH APPLICABLE LAWS

Vendors, contractors, suppliers and business partners shall comply with all applicable laws and regulations of the countries, states and localities in which they operate. Where there are differences or conflicts with this Code and the applicable laws of the country of manufacture, the higher standard shall prevail. Whenever there is uncertainty as to which standard is higher, the NBPA will consult with the licensee to determine which standard will prevail.

EMPLOYMENT PRACTICES

NBPA will only do business with vendors, contractors, suppliers and business partners whose employees are paid in accordance with applicable law, present at work voluntarily, not at undue risk of physical harm and not exploited in any way. In addition, vendors, contractors, suppliers and business partners must comply with the following specific standards:

Immigration

Vendors, contractors, suppliers and business partners shall not employ any person in violation of any applicable immigration law or regulation.

Wages and Benefits

Vendors, contractors, suppliers and business partners shall provide wages, overtime compensation and benefits at not less than the minimum levels required by applicable laws and regulations.

Working Hours

Vendors, contractors, suppliers and business partners shall, at a minimum, comply with all applicable working hours laws and regulation. Product suppliers

shall, at a minimum, comply with all applicable working hours laws and regulations. Except in unusual business circumstances, employees shall not be required to work more than the lesser of: (a) 48 hours per week and 12 hours of overtime, or (b) the limits on regular and overtime hours allowed by local law or, where local law does not limit the hours of work, the regular work week in such locality plus 12 hours of overtime. In addition, except in unusual business circumstances, employees shall be entitled to at least one day off in every seven-day period.

Child Labor

Vendors, contractors, suppliers and business partners shall not employ any person under the age allowed by local law or under the local age for completing compulsory education, if higher. Product suppliers shall not employ any person under the age of 15 (or 14 where allowed by local law) or under the local age for completing compulsory education, if higher.

Forced Labor

Vendors, contractors, suppliers and business partners shall not use any forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.

Harassment or Abuse

Vendors, contractors, suppliers and business partners shall treat each employee with dignity and respect, and shall not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse.

Nondiscrimination

Vendors, contractors, suppliers and business partners shall not discriminate in employment practices on the basis of race, religion, age, nationality, social or ethnic origin, gender, sexual orientation, political opinion, disability, or any other protected classification recognized by law. NPBA embraces diversity and equal opportunity as fundamental principles and key components of its core values. We strongly encourage that our vendors, contractors, suppliers and business partners do the same.

Freedom of Association

Vendors, contractors, suppliers and business partners shall recognize and respect the right of employees to join organizations of their own choosing and shall neither threaten nor penalize employees for their efforts to organize or bargain collectively.

Health and Safety

Vendors, contractors, suppliers and business partners shall provide employees with a safe and healthy working environment. Manufacturing facilities shall, at a minimum, contain clean restrooms, potable water, adequate lighting, adequate ventilation and fire exits. Residential facilities, if provided, shall also be kept sanitary and safe.

GIFTS

No vendors, contractors, suppliers or business partners may offer or give any gift, directly or indirectly, to an NBPA employee or officer to improperly influence the employee's or officer's business decision, to obtain or maintain a business relationship, or otherwise gain an unfair advantage. Similarly, no vendors, suppliers and business partners may offer or give any gift, directly or indirectly, to any family member of an NBPA employee or officer, where such gift is made because of the vendor's, contractor's, supplier's or business partner's business relationship with the NBPA employee or officer.

NEGOTIATIONS FOR FUTURE EMPLOYMENT

The following restrictions apply in connection with negotiations with NBPA employees or officers for future employment with vendors, contractors, suppliers and business partners. It is expected that vendors, contractors, suppliers and business partners will approach any such solicitation or negotiation with knowledge and understanding of these restrictions and will conduct themselves accordingly.

—
With regard to specific procurements, vendors, contractors, suppliers and business partners shall not discuss future employment with participating NBPA employees and officers from the date a procurement is advertised or solicited through the date that the procurement is awarded, even if an NBPA employee contacts the vendors, contractors, suppliers or business partners regarding employment.

—
Questions regarding whether a particular NBPA employee is a participating NBPA employee for a specific procurement should be directed to the designated point of contact for the procurement.

CONFLICTS OF INTEREST

Vendors, contractors, suppliers and business partners must not enter into transactions with NBPA employees or officers that could create the appearance of a conflict of interest. A conflict of interest exists when personal interests interfere or appear to interfere with business interests. Even the appearance of a conflict of interest between an employee or an officer and a vendor, contractor, supplier and business partner could be detrimental to NBPA's business interests.

Vendors, contractors, suppliers and business partners must disclose to NBPA any material ownership interest that is held by any person or entity that is also an owner of a National Basketball Association affiliated entity.

ENVIRONMENTAL COMPLIANCE

Vendors, contractors, suppliers and business partners will be committed to the protection and preservation of the global environment and the world's finite resources, and conduct business accordingly.

MONITORING AND COMPLIANCE

Vendors, contractors, suppliers and business partners shall conduct periodic audits of manufacturing facilities, on the basis of which they shall certify to NBPA on request either that: (a) all products bearing NBPA owned trademarks have been manufactured in compliance with this Code, or (b) identified facilities have been found not to be in compliance with this Code, in which event the product supplier shall specify appropriate and effective steps to remedy the non-compliance. Upon request, vendors, contractors, suppliers and business partners shall disclose to NBPA the identity and location of all companies in its supply chain.

NBPA or its representatives are authorized to engage in monitoring activities to confirm compliance with this Code, including on-site inspections of manufacturing facilities and residential facilities, audits of records relating to employment matters and private interviews with employees at all levels. You shall reasonably cooperate with NBPA and/or its representatives' efforts to conduct such audits, on-site inspections and interviews, including requesting that any of your subcontractors provide the necessary access to the NBPA and/or its representatives. Product suppliers shall retain and make available to NBPA or its representatives, either on site or at agreed upon locations, all documentation that may be required to assess whether or not the product supplier is in compliance with this Code.

CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

In the ordinary course of your business with the NBPA, you may have access to NBPA confidential and proprietary business information, trade secrets, trademarks and copyrights (the "NBPA IP"). You shall keep this information confidential and must implement the necessary systems and policies to prevent any unauthorized use or disclosure of the NBPA IP. If you become aware of the unauthorized use or disclosure of any NBPA IP, you must promptly notify the General Counsel of the NBPA in writing.

The above confidentiality requirement does not prohibit you from making any disclosure compelled by law or government authority.

You must not use a third-party's intellectual property in any deliverable for the NBPA, without first obtaining the requisite prior authorization, license, or confirmation that your use is legally permissible and also notifying the NBPA, upon delivery, of the inclusion of the third-party's intellectual property.

MEDIA AND EXTERNAL COMMUNICATIONS

Vendors, contractors, suppliers and business partners shall not speak to the press or post on social media on behalf of the NBPA, or about the NBPA or its members, without prior written approval. You should direct any media inquiries, social media requests, invitations for public speaking or requests to publish or author works to the Director, Brand Communications for the NBPA.

Vendors, contractors, suppliers and business partners shall not publicize to the general public their relationship with the NBPA without the NBPA's prior written approval.

BUSINESS INTEGRITY

The NBPA will only do business with vendors, contractors, suppliers and business partners whose business practices are not influenced by corruption or illegal activity. Vendors, contractors, suppliers and business partners shall not engage in corruption, extortion, embezzlement, or bribery to obtain an unfair or improper advantage and must abide by all applicable laws and regulations of the countries in which it operates, including anti-corruption, anti-money laundering, and anti-bribery laws as well as applicable laws and regulations regarding international trade and all U.S. trade sanctions imposed against any countries, governments, organizations, entities, companies, individuals or assets. You must keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of the NBPA, or out of funds provided by the NBPA and furnish a copy of this accounting upon request.

REQUESTS FOR PROPOSALS

In circumstances wherein the NBPA issues a Request for Proposals (“RFP”) for goods or services, participants must submit pricing contained in any responsive bid or proposal independently and without collusion, consultation, communication or agreement with any other competing vendors, contractors, suppliers or business partners.

BUSINESS RECORDS

Vendors, contractors, suppliers and business partners shall maintain accurate financial and business records in accordance with all applicable legal and regulatory requirements and accepted accounting practices. Records related to your work with NBPA must be maintained and available for inspection upon request.

REPORTING REQUIREMENT

Vendors, contractors, suppliers and business partners are expected to promptly report any actual or suspected violations of this Code of Conduct to NBPA and must not retaliate against any person for reporting what he or she believed in good faith to be a violation of this Code.

ETHICS AND COMPLIANCE HOTLINE

Anonymous reports made be made via the NBPA’s ethics and compliance hotline at (855) 562-5991 or <http://www.nbpa.ethicspoint.com/>.

FAILURE TO COMPLY

NBPA reserves the right, in addition to all other legal and contractual rights, to terminate its relationship with any vendors, contractors, suppliers and business partners found to be in violation of this Code.

CONTROLLING PROVISION

This Code imposes a standard of conduct applicable to all NBPA vendors, contractors, suppliers and business partners. Contracts may contain more specific provisions addressing some of these same issues. Nothing in this Code is meant to supersede a more specific provision of your contract.

CODE OF CONDUCT ACKNOWLEDGMENT

Vendors, contractors, suppliers and business partners are required to execute the attached acknowledgement affirming that you will comply with this policy. You are required to distribute this Code of Conduct to any of your employees who work on NBPA related matters, either directly or indirectly. All executed acknowledgements should be emailed to NBPA at vendorintegrity@npba.com. Your failure to read or execute the acknowledgment does not excuse your obligation to comply.

NBPA FACILITIES AND EVENTS

No photography or social media usage is permitted at a NBPA facility or event without prior written approval from an employee of the NBPA. Further, your employees are forbidden from requesting any autographs or photographs from any NBPA members that are encountered at NBPA facilities or events.

Background checks are required for any employees or contractors who will attend a NBPA event involving minors.

VENDORS, CONTRACTORS, SUPPLIERS & BUSINESS PARTNERS

Travel & Expense Policy

The NBPA's mission is to ensure that every measure is taken to assist members in maximizing their opportunities and achieving their goals, both on and off the court. Meeting our mission requires careful stewardship of our resources. We take very seriously our responsibility to use our available resources wisely for the benefit of our membership. With that in mind, we developed this policy to provide travel and expense guidance to individuals and entities with executed contracts to perform services for the NBPA.

This policy applies to those vendors, contractors, suppliers and business partners that the NBPA has agreed to reimburse third party expenses and items normally encountered as business or travel expenses (e.g., the costs of transportation, meals, and lodging). The NBPA expects its vendors, contractors, suppliers and business partners to use good judgment in both incurring charges and invoicing charges for reimbursement. You are also expected to avoid any inappropriate, unreasonable, or excessive use of NBPA funds and resources.

You are advised to check back regularly as this policy may be modified from time to time. If you have any questions, please contact the NBPA.

SELECTION OF THIRD PARTY PROVIDERS

Unless specifically provided in your contract with the NBPA or the NBPA provides you written notice otherwise, you must obtain written authorization from the NBPA prior to you engaging any third-party provider.

PROHIBITED EXPENSES

Equipment

Unless specifically permitted in a contract or other writing, you may not invoice for equipment you purchase, including laptops, cell phones, mobile devices, or any other equipment. If a contract permits the purchase of equipment or the NBPA directs you in writing to purchase equipment, you must return the equipment to the NBPA or allocate the equipment to public use at the NBPA's direction upon expiration or termination of the contract.

Other Specific Exclusions

Reimbursement is disallowed for the following expenses:

- Airline change fee or standby fee unless due to NBPA-requested changes to your itinerary after purchase
- Airline upgrade or VIP club fees
- ATM fees

- Conference fees – unless attendance is required to perform business-related services for the NBPA (e.g., to present a report)
- Foreign exchange fees
- Gifts, grants, or donations
- Health club services or gym entrance fees
- Hotel loyalty or frequent-stayer program fees
- Insurance of any kind (including air travel, auto, and health)
- Invoice preparation costs (time and/or supplies)
- Laundry or dry cleaning expenses
- Meals of other NBPA vendors contractors, suppliers and business partners (each should pay separately)
- Personal guest costs (e.g., meals and lodging)
- Personal travel expenses (e.g., sundries, recreational reading, movies)
- Cell phone fees or data usage charges

Stewardship

The NBPA treats stewardship of its resources very seriously and reserves the right to deny reimbursement of any expense it reasonably determines to be inappropriate or excessive.

COMPLIANCE

You may only invoice for expenses incurred during the term of a fully signed contract between you and the NBPA or for which you are otherwise engaged. By submitting an invoice for expense reimbursement, you represent that the invoice is accurate and complies with the terms of the contract and/or this policy.

PERMITTED TRAVEL EXPENSES

Airfare

All vendors, contractors, suppliers and business partners must book the lowest available non-stop routed coach class fare unless one of the following exceptions apply.

—
Should you wish to travel in a higher class of service reimbursement will be limited to the non-stop coach fare. Exceptions may be approved in writing by the NBPA on a case by case basis for international flights.

—
Airfare may only be invoiced following completion of travel.

—
Boarding passes showing proof of travel must be submitted along with the invoice.

—
Travel arrangements should be made 14 or more days in advance of domestic travel and 21 or more days in advance of international travel.

—
Baggage fees, including oversize and/or overweight are allowed if transporting equipment, materials, or supplies required for NBPA business.

—
In-flight internet service is authorized where necessary for work on NBPA business-related matters or projects.

—
You may volunteer for denied boarding compensation (due to delays, overbooking, etc.) only if the delay in the trip does not increase the cost of the trip and does not disrupt or delay your work for the NBPA. You may keep any denied boarding compensation.

—
Any reimbursements obtained from the airline for hotel stays must be offset against any hotel expenses incurred due to delays and only the net unreimbursed amount may be billed to the NBPA.

Ground Transportation

Unless otherwise provided in writing by the NBPA, vendors, contractors, suppliers and business partners should use the lowest cost ground transportation (e.g., taxis) for a valid business purpose. Car services may be not be used when surge prices are in effect. Vendors, contractors, suppliers and business partners should select the most economical means of transportation available.

If renting a car, midsize is allowed and larger is permitted only if pre-approved and for a valid business reason.

If using a personal vehicle in the U.S. for NBPA business-related travel, mileage may be invoiced at the current rates established by the U.S. Internal Revenue Service. Tolls and reasonable parking expenses incurred while on business travel will also be reimbursed. No reimbursement is allowed for: (a) gas, (b) insurance, (c) mileage as part of your regular commute to and from work, (d) any service, repair, or maintenance of your personal vehicle, (e) parking tickets and other fines, (f) traffic violations and court costs, or (g) vehicle towing charges.

If using a personal vehicle outside the U.S., mileage may be invoiced at documented standardized rates from the applicable country(ies). Economy or business class rail travel is permitted.

Lodging

Wi-Fi expenses for NBPA-related business is permitted.

Hotel nightly rates should be limited to \$300 per night; however, we recognize that due to capacity, hotel nightly rates in certain cities may exceed the \$300 per night rate. In these instances, you must obtain written authorization from NBPA Finance prior to booking the hotel.

Hotel Cancellation

Vendors, contractors, suppliers and business partners are responsible for canceling hotel rooms, when necessary. You should request and record the cancellation number in case of billing disputes. You will not be reimbursed for “no-show” or cancellation charges unless the vendor was required to change his or her travel plans due to NBPA business requirements or business needs and had no reasonable opportunity to cancel the reservation.

If you are required to check out earlier than stated on the reservation due to NBPA business requirements or business needs, any fee charged by the hotel for early check-out is reimbursable.

Meals and Beverages

Following are the daily maximums, per attendee, allowed for meals:

—

Vendors, contractors, suppliers and business partners on domestic business travel for the NBPA will be reimbursed for actual expenses incurred up to a maximum of \$90 per person per day for meals.

—

Vendors, contractors, suppliers and business partners on international business travel will be reimbursed for actual expenses incurred up to a maximum of \$125 per person per day for meals. Any exception to these rates must be approved by the NBPA in writing prior to their incurrence.

—

The maximum reimbursable amount includes any daily combination of meals, snacks, minibar, beverages (non-alcoholic only), tax and tip. Please note that this is a daily maximum based on actual expenses incurred, not a per diem.

—

No reimbursement is allowed for alcoholic beverages unless otherwise authorized in writing by the NBPA prior to incurring the expense.

—

Itemized receipts are required for all meals submitted for reimbursement. Meals are not reimbursable at NBPA-sponsored events where the NBPA provides meals for vendors, contractors, suppliers and business partners unless otherwise preauthorized in writing by the NBPA.

—

Alternative arrangements for meals and beverages may be considered by the NBPA on a case by case basis but must be preauthorized in writing.

Visas, Travel Vaccinations and Medicine

You may invoice the cost of obtaining visas and any CDC-required vaccinations and/or medicines necessary for NBPA- approved business travel.

Tipping

Reasonable tips for car service, restaurant service, hotel and other similar services incurred for NBPA related business will be reimbursed. The amount of any tip on NBPA business-related charges may not exceed 20% of the total pre-tax charge.

Tips are reimbursed based upon the actual expense incurred. Where available, an itemized receipt showing the total cost of the bill and the tip is required for reimbursement. Where no receipt is available such as for hotel tips, you must make a contemporaneous notation of the tip amount in writing and include this notation with the invoice.

COMBINING BUSINESS AND PERSONAL TRAVEL

When combining NBPA business and personal travel, you must obtain a pre-trip quote for the business portion of the airfare and lodging from the NBPA's official travel vendor, Travel and Transport Ultramar, Inc., and invoice the NBPA only up to that quoted amount. Pre-trip quotes must be issued in line with our policy of 14-day advance purchase for domestic flights and 21-day advance purchase for international flights, where appropriate.

The NBPA will not reimburse for personal or non-business travel companion expenses, including but not limited to expenses for hotels, meals, or other expenses on days preceding or following NBPA-approved business travel.

When you travel with a companion, the NBPA will only reimburse the cost of a single occupancy room required for the business portion of the trip.

RECORDKEEPING

In addition to any record keeping obligations you may have under a contract with the NBPA, you must maintain the following documentation to support any invoiced expenses:

—
Itemized receipts for each business expense for which reimbursement is sought

—
Proof of payment, travel, traveler name, dates of travel, and destination (e.g., boarding pass)

—
Copy of any pre-trip quote(s) for class upgrades or combined business and personal travel

The NBPA will only reimburse out of pocket expenses that are supported by adequate documentation, including but not limited to itemized receipts.

USE OF THE NBPA TRAVEL AGENCY

You may make NBPA related business travel arrangements (airfare, lodging, and ground transportation) by contacting the official NBPA travel agent, Travel and Transport Ultramar (TTU) at 866-462-6611. By making your travel arrangements, Travel and Transport Ultramar can provide you with knowledgeable travel agent support, guidance regarding the NBPA's travel and expense policies, and access the NBPA's globally-negotiated volume discounts. Use of the NBPA's official travel agent is subject to the following restrictions:

Personal Arrangements

Travel and Transport Ultramar can only arrange your business-related travel for the NBPA. Any trips that combine NBPA business travel and personal travel may also be arranged by Travel and Transport Ultramar. Only the business travel portion of your trip will be reimbursed. You must book the lowest fare for the portion of your trip that is business travel.

Airfare

Travel and Transport Ultramar will book your airline tickets for business-related travel at the NBPA's expense. When possible, itineraries are (in order of importance) non-stop routes booked with the NBPA's preferred carriers, for the lowest fare available at the time of booking, and on the preferred departure date and time. These priorities override personal preferences or frequent flyer program considerations. Upon request, Travel and Transport Ultramar will book an upgradeable red-eye flight, even when it is not the lowest-priced fare, to enable you to use your personal frequent flyer miles should you wish to upgrade.

Travel and Transport Ultramar is not responsible for managing your mileage accounts. You are, however, allowed to retain any miles, points or other rewards from airlines, hotels, or other similar companies while traveling on NBPA business.

Ground Transportation

When appropriate, the NBPA or Travel and Transport Ultramar may arrange to have the NBPA direct billed for car service through Elite Ground Services in the destination city of your business travel, but not within your home city where it is expected you will drive your personal vehicle or utilize local taxi service.

Travel and Transport Ultramar will help book rental cars through NBPA-preferred providers, but the NBPA is unable to pay directly. You must provide Travel and Transport Ultramar with a credit card number to hold the reservation and submit an invoice for reimbursement.

Lodging

Travel and Transport Ultramar will book hotels for business-related travel and where the circumstances warrant, the hotel may direct bill the NBPA. In cities where the NBPA has established rates with a specific hotel, Travel and Transport Ultramar will book a room at that hotel. In cities where the NBPA has established rates with more than one hotel, you may choose between the preferred hotels. In cities where the NBPA does not have a preferred hotel or when all preferred hotels are sold out, Travel and Transport Ultramar will book a hotel in accordance with this policy. In instances where the hotel direct bills the NBPA, you will be required to present a personal credit card at check-in to cover incidentals.

Cancellations or Modifications

Cancellation or modification of travel arrangements made by Travel and Transport Ultramar must also be made through Travel and Transport Ultramar.

REIMBURSEMENT PROCESS

Invoices

Vendors, contractors, suppliers and business partners must submit incurred travel-related expenses to the NBPA on an invoice, summarized by category and with sufficient detail to identify the date, time, business purpose, and people in attendance.

Vendors, contractors, suppliers and business partners must submit invoices for business-related and travel expenses as soon as possible after incurring the expense, but no later than 30 days after the transaction. Itemized receipts are required for all business-related expenses for which the vendor seeks reimbursement.

If no itemized receipt is available, you must sufficiently explain why no receipt is available and the business purpose for the expense. This explanation must accompany the invoice and should be descriptive of the business-related reason giving rise to the expense. The NBPA reserves the right to deny reimbursement if the circumstances warrant.

Payment

The NBPA will pay all complete, accurate, and approved invoices for allowable expenses pursuant to a signed contract. If you have any questions about payment status, please contact us.

VENDORS, CONTRACTORS, SUPPLIERS & BUSINESS PARTNERS

Acknowledgment

We acknowledge and understand that:

As a vendor, contractor, supplier, or business partner of the NBPA, we must abide by the Code of Conduct and the Travel and Expense Policy. We will provide copies to all employees who work on NBPA related matters, either directly or indirectly.

We are aware of the relevant laws and regulations of the countries, states, or localities where our company does business for or with the NBPA and understand our duty to comply. In the event we incur any fines, sanctions, penalties, charges, or subpoenas, we will promptly notify the NBPA, except where disclosure is prohibited by law.

COMPANY

NAME & TITLE

SIGNATURE

DATE