



# **TETRA TECHNOLOGIES, INC.**

## **SUPPLIER CODE OF BUSINESS CONDUCT**

### **Introduction**

TETRA Technologies, Inc. and all of its subsidiaries, branches and the branches of its subsidiaries, ventures, and any unconsolidated subsidiaries (hereinafter collectively referred to as “TETRA” or the “Company”) are committed to conducting business ethically and legally throughout the world. The Company developed this TETRA Supplier Code of Business Conduct (“Supplier Code”) to provide guidance on TETRA’s expectations from its suppliers, vendors, contractors, and others with whom TETRA conducts business (collectively referred to as “Suppliers”) and to set forth the minimum requirements that all Suppliers must meet in order to do business with TETRA.

The Supplier Code is intended to complement TETRA’s Code of Business Conduct and TETRA’s other policies and procedures referenced therein. By doing business with TETRA, you are deemed to have read and agreed to comply with this Supplier Code. It is the responsibility of each Supplier to ensure that both its employees and its suppliers, agents, and contractors providing goods and services to TETRA understand and comply with this Supplier Code.

This Supplier Code is supplemental to any contract between TETRA and Supplier. To the extent that more specific or stringent terms are agreed in a contract, the contract terms shall control.

### **Ethical Conduct and Legal Compliance**

Suppliers shall conduct their business in an ethical manner and act with integrity. Suppliers must maintain awareness of, and compliance with, all applicable laws and regulations of the U.S. and the countries of their operation (including all applicable state and local laws), as well as the principles set forth in TETRA’s Code of Business Conduct. Supplier may not act in a manner that contravenes these laws or principles.

Suppliers are expected to maintain management systems and controls to promote and facilitate compliance with the Supplier Code and all applicable laws and regulations.

### **Anti-Corruption and Anti-Bribery**

Suppliers shall comply with TETRA’s Anti-Corruption Policy, the U.S. Foreign Corrupt Practices Act of 1977 (the “FCPA”), as amended; the U.K. Bribery Act of 2010 (the “UKBA”); and all other anti-corruption and/or anti-bribery legislation applicable to TETRA (whether by virtue of its jurisdiction of incorporation or the conduct of its business operations).

Suppliers will not engage in any form of commercial bribery (directly or indirectly through suppliers or other third parties) with current or prospective suppliers, agents, or customers.

Suppliers will also not engage in any form of governmental bribery (directly or indirectly through suppliers or other third parties) with any of the following:

- officer, employee, or agent of any government or public international organization (or any agency, department, or instrumentality thereof);
- foreign political party;
- official of a foreign political party;
- candidate for foreign political office; or
- officer, employee, or agent of a commercial enterprise owned (even partially), controlled, or operated by a foreign government, such as a national oil company or national airline.

This prohibition applies to all government officials regardless of rank or duty, and includes so-called “facilitation” or “grease” payments (*i.e.*, small payments or things of value provided to obtain ministerial, governmental services to which the payor is entitled).

TETRA seeks to give all potential Suppliers fair consideration and requires its employees to make procurement decisions based on legitimate business factors (such as price, quality, service capability, reliability, etc.) Thus, Suppliers are strictly forbidden from offering or giving any incentive, kickback, bribe, or similar thing of value to any TETRA employee or family member of any TETRA employee in order to obtain or retain TETRA business or secure any improper advantage.

### **Meals, Gifts, and Entertainment**

Suppliers may only provide gifts, meals, and/or entertainment to TETRA and TETRA employees if Suppliers do so infrequently, openly, transparently, consistent with and not lavish based on generally accepted local laws, customs, and business practices, and not for the purpose of improperly influencing business decisions or actions of the recipient (or create the appearance of doing so).

TETRA Policy requires that any TETRA employees involved in procurement activities are prohibited from using their positions at TETRA to induce any current or potential Supplier to provide any benefit to them or another person (a “personal benefit”) that has a value in excess of USD 100. Acceptance of any gift or entertainment exceeding USD 100 requires management approval. Examples of a “personal benefit” include, but are not limited to, cash and non-cash items (such as services, excessive hospitality, loans, non-business trips, credits, discounts, favors, gift cards, or other items of monetary value). TETRA policy also prohibits TETRA employees from accepting entertainment from Suppliers that could reasonably be deemed offensive or inappropriate (*e.g.*, if public disclosure of the entertainment could negatively affect TETRA’s reputation or embarrass the employee).

Suppliers are strictly prohibited from offering or giving any gifts or other thing of value to a TETRA employee in connection with any open tender or competitive bidding process, evaluation, or award. Further, Suppliers are strictly prohibited from offering or giving any of the following to a TETRA employee:

- securities, cash, or cash equivalents, or items that can readily be converted to cash;
- loans or financing, except at prevailing commercial rates and terms with banks or other lending institutions;
- credit cards;

- transportation equipment;
- establishment of credit on behalf of the employee, unless generally available to all TETRA employees;
- airline or other transportation tickets and/or individual charters, except for those which are directly related to either (i) the promotion, demonstration, or explanation of products or services, or (ii) the execution or performance of a contract with a customer or vendor;
- discounts on personal purchases, unless generally available to all TETRA employees;
- improvements or repairs to personal or real property, except at prevailing commercial rates and terms;
- sale or purchase of personal or real property, except at prevailing commercial rates and terms; and
- finder's fees or fees for the referral of business.

### **Fair Competition/Antitrust**

Suppliers will comply with all applicable laws regarding fair competition and antitrust. Without limiting the generality of the foregoing, suppliers will not participate in (or give the appearance of participating in) price fixing, market or customer allocation, market sharing, or bid rigging with competitors.

### **Conflicts of Interest**

Suppliers will avoid any conflict of interest when interacting with TETRA employees. Suppliers shall not employ or otherwise make payments to any employee of TETRA during the course of any transaction between Suppliers and the Company. Friendships outside the course of business are reasonable and acceptable, but Suppliers shall take care that any personal relationship(s) with TETRA employee(s) is not used to influence (or give the appearance of influencing) the business judgment of the TETRA employee(s).

If a Supplier is (or employs) a family relation to a TETRA employee (including without limitation spouse, parent, sibling, grandparent, child, grandchild, mother- or father-in-law, or same or opposite sex domestic partner) or has any other relationship with an employee of TETRA that might represent a possible conflict of interest, the Supplier shall promptly disclose this fact to TETRA's Chief Compliance Officer.

### **Confidential Information and Intellectual Property**

Suppliers will safeguard TETRA's confidential information and take reasonable measures to prevent its misuse, theft, or improper disclosure. Suppliers will also identify and protect TETRA intellectual property in ways that are consistent with applicable law and will respect the intellectual property rights of others.

Except under the express terms of an assignment, license, or other agreement, TETRA will not convey to Suppliers any title to, any license under, or any rights in any of TETRA's confidential information or intellectual property (copyrights, patents, trade secrets, trademarks, design rights, proprietary software or firmware, or other intellectual property rights associated with or incorporate in any ideas, concepts, know-how, techniques, processes, reports, or works of authorship that are owned, conceived, developed or created by TETRA).

## **Labor and Human Rights**

Suppliers must uphold the human rights of workers as understood by the international community and support the principles of the United Nations Global Compact, the United Nations Universal Declaration of Human Rights, and the 1998 International Labor Organisation Declaration on Fundamental Principles and Rights at Work. This commitment is set forth in TETRA's Human Rights Standards.

- **Child Labor:** Throughout TETRA's worldwide operations, the Company forbids the use of children in its workforce. Suppliers shall employ no workers under the legal employment age in the country of their employment.
- **Forced Labor:** Suppliers shall make no use of forced or compulsory labor of any type and will not tolerate the trafficking or involuntary servitude of any worker.
- **Compensation and Working Hours:** Suppliers shall recruit workers and supply working conditions, including working hours and the payment of wages and benefits, that comply with all applicable laws and regulations.
- **Discrimination and Harassment:** Suppliers shall not discriminate on the basis race, color, religion, age, sex, sexual orientation, gender identity/expression, national origin, ethnicity, disability, veteran status, or any other basis that is protected under applicable law. Suppliers will not tolerate the sexual harassment of their workers.

## **Health, Safety, and Security**

Suppliers shall commit to providing a safe and healthy working environment for all workers in order to preserve the health of workers and prevent accidents, injuries, and work-related illnesses. This includes providing appropriate controls, training, work procedures, and personal protective equipment.

Suppliers shall comply with all applicable workplace health and safety laws and regulations. Suppliers will also perform risk analyses and assessments in these areas and implement appropriate measures to prevent or mitigate these risks.

Suppliers shall have a Management System, track incidents and events and investigate these to identify root causes and implement corrective actions to prevent reoccurrence.

HSE Systems, incidents and all operations may be required to comply with TETRA policies, standards and procedures and are subject to audit and inspection at TETRA's discretion.

## **Environment**

Suppliers shall act in accordance with all applicable statutory and international standards regarding environmental protection. Suppliers will strive to reduce emissions and waste and use energy and natural resources efficiently. Suppliers will implement an effective system to identify and limit potential hazards to the environment.

## **Quality Assurance**

Suppliers shall maintain the quality of the services and products that they provide to TETRA through constant ongoing review of all aims, outcomes, and cost-effectiveness of every activity.

Suppliers shall have an appropriate Quality Management System, track incidents and events and investigate these to identify root causes and implement corrective actions to prevent reoccurrence.

Quality Systems, incidents and all operations may be required to comply with TETRA policies, standards and procedures and are subject to audit and inspection at TETRA's discretion.

### **International Trade**

Suppliers shall understand and comply with all applicable international trade control laws and regulations, including those related to economic sanctions, customs requirements, and export controls. Suppliers will not engage in any conduct that violates, or causes TETRA to violate, applicable international trade control laws and regulations, including without limitation (i) dealing with persons or entities identified on an applicable denied or restricted parties list or (ii) procuring or sourcing (directly or indirectly) any products or materials provided to TETRA from countries that are subject to comprehensive U.S. sanctions laws.

Suppliers shall not participate in any boycotts or restrictive trade practices that are prohibited or penalized under applicable laws and regulations.

### **Conflict-Free Sourcing**

TETRA is committed to responsible sourcing of materials, services, and products and to sourcing products from Suppliers that share TETRA's values regarding ethics, integrity and respect for human rights. TETRA also supports greater transparency with regard to its supply chain, in particular, the sourcing of materials from the Democratic Republic of the Congo (DRC) and adjoining countries.

TETRA expects that its Suppliers are likewise committed to responsible sourcing of materials, services, and products. To further this goal, TETRA requires Suppliers to (i) conduct reasonable due diligence with their supply chain to identify and document the source or origin of the mineral contained in the materials and products provided to TETRA and (ii) respond to TETRA inquiries in support of TETRA reporting requirements under Section 1502 of the US Dodd-Frank Wall Street Reform and Consumer Protection Act. Suppliers will also adopt and enforce responsible sourcing practices and policies consistent with TETRA's Conflict Minerals Policy Statement (available at <http://ir.tetrathec.com/corporate-governance>) and require their direct and indirect suppliers to do the same.

### **Reporting Concerns and/or Potential Misconduct**

Suppliers shall provide means for their employees, agents, and contractors to report concerns or potentially unlawful activities. Suppliers shall treat any report in a confidential manner and investigate such reports and take corrective action, if needed. Suppliers also shall not tolerate any reprisal or retaliation against any person who in good faith reports known or suspected illegal or otherwise improper conduct.

Suppliers must promptly notify TETRA of any failure to comply with this Supplier Code or any illegal or unethical activity related to TETRA's business. Further, Suppliers who believe that an employee of TETRA, or anyone acting on behalf of TETRA, has engaged in illegal or otherwise improper conduct, must report the matter to the Company. Suppliers can contact the employee's supervisor or TETRA's Chief Compliance Officer, Carlos J. Longoria, either by

telephone at (281) 364-5341 or by email at [clongoria@tetrathec.com](mailto:clongoria@tetrathec.com). TETRA's relationship with Suppliers will not be affected by good faith reports of known or suspected illegal or otherwise improper conduct.

### **Questions**

If you have any questions about this Supplier Code, you may contact TETRA's Chief Compliance Officer, Carlos J. Longoria, either by telephone at (281) 364-5341 or by email at [clongoria@tetrathec.com](mailto:clongoria@tetrathec.com).