



Weatherford International plc

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# **WEATHERFORD'S SUPPLIER CODE OF CONDUCT**

**Weatherford has built its reputation on ethical business practices and high levels of integrity in all business transactions. The strength of Weatherford’s reputation is based not only on our own conduct, but also on the behavior of those with whom we do business. For that reason, we work only with suppliers that share our values and commitment to ethical business practices.**

This Weatherford Supplier Code of Conduct reiterates our commitment to integrity and ethical standards, as set forth in our [Code of Business Conduct](#), and sets forth those requirements that all Weatherford suppliers must meet as a condition of our relationship. “Supplier” as used in this document means and includes any person or party selling and supplying goods, materials, or equipment (“Goods”) or services of any type (“Services”) to Weatherford. **By doing business with Weatherford, you are deemed to have read and agreed to comply with this Supplier Code of Conduct.**

## I. ETHICAL BUSINESS CONDUCT

Honest dealings with customers, suppliers and governments are essential to sound business relationships:

- Suppliers must maintain awareness and compliance with all applicable laws and regulations of the countries of their operation, as well as the principles set forth in the Weatherford [Code of Business Conduct](#). Supplier may not act in a manner that contravenes these laws or principles.
- Weatherford seeks to give all potential suppliers fair consideration and requires its employees to make procurement decisions based on legitimate business factors, including price, quality, service capability as well as supplier’s reliability and integrity, with the ultimate objective of maximizing value for Weatherford. Suppliers are forbidden from offering or giving any kickbacks, bribes, or similar payments or things of value in order to influence Weatherford’s procurement decisions.
- Weatherford employees and our agents are prohibited from giving or offering money or anything of value, directly or indirectly, to anyone to induce that person to affect any governmental act or decision, or to assist the Company in obtaining or retaining business or securing any improper advantage. This prohibition applies to all customers, whether government-owned or controlled or not, and to all government officials regardless of rank and duty, and includes “facilitation payments,” or small payments or things of value provided to obtain ministerial, governmental services to which the pay or is entitled. Suppliers may not act in any way, in their business relationship with Weatherford or otherwise, that violates this important principle, including through the use of its own suppliers or other third parties.

- Suppliers only may provide gifts and entertainment to third parties, including Weatherford: openly and transparently; consistent with and not lavish based on generally accepted local business practices; and, if considered by an objective observer, of an appropriate nature—i.e., not provided to get a business benefit in return. Weatherford policy requires our employees to record or obtain approval for receipt of gifts and entertainment above nominal value, and prohibits our employees from requesting gifts or entertainment or accepting: cash or cash equivalent gifts (i.e., gift cards or gift certificates); adult or other entertainment that could embarrass Weatherford; anything during a tender process if person is relevant to the tender decision; or anything that benefits a family member only. If providing gifts or entertainment to non-Weatherford parties in connection with Weatherford business, suppliers must obtain Weatherford approval in advance.

## II. TRADE COMPLIANCE

Weatherford recognizes that our ability to import and export products, services, software and technology across the globe is a privilege, not a right. Our ability to comply with relevant trade laws sets parameters we must ensure our suppliers follow:

- Suppliers may not source any goods or services for Weatherford from any entity known to be headquartered in, or owned or controlled by a national of Cuba, Iran, North Korea, Syria, Crimea Region of Ukraine, or of any other individual or entity identified on an applicable denied or restricted party list.
- Suppliers are prohibited from providing Weatherford with goods originating from, transiting or shipping through any country subject to trade sanctions including Cuba, Iran, North Korea, Syria, or Crimea Region of Ukraine.

### III. CONFLICT-FREE MINERALS

The United Nations Group of Experts on the Democratic Republic of the Congo (DRC) determined the trade of certain minerals mined in the DRC, Angola, Burundi, Central African Republic, Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia (the “Conflict Area”) have helped fuel war and human rights violations in the eastern region of the DRC. “Conflict-free mineral” is currently defined as tantalum, tin, tungsten, gold, or their derivatives, that does **not** finance, directly or indirectly, armed groups through mining or mineral trading in the Conflict Area.

Weatherford is committed to sourcing materials, components, and products from suppliers who share our values and commitment to work towards a conflict-free mineral supply chain. Weatherford expects the same commitment from its suppliers. To further this goal, Weatherford requires its suppliers to (i) undertake reasonable due diligence with their supply chain to identify and document the source of origin of the minerals contained in the materials, components, and products provided to Weatherford, (ii) respond to Weatherford inquiries in support of Weatherford reporting requirements under Section 1502 of the US Dodd-Frank Wall Street Reform and Consumer Protection Act, (iii) adopt policies and systems to source conflict-free minerals, and (iv) require their suppliers adopt similar socially responsible sourcing practices and policies.

### IV. ENVIRONMENTAL STEWARDSHIP

Protecting the Environment is a core value for Weatherford and as a result we expect our suppliers to have mechanisms in place for protecting and enhancing the environment in which they live and work.

- Suppliers must comply with all applicable environmental rules, regulations and standards in the areas in which they operate, and must adhere to Weatherford standards when operating on our facilities.
- Suppliers should promote the safe and environmentally conscious development, manufacture, transport, use and disposal of their products and services.
- Suppliers must endeavor to conserve natural resources and energy, reduce or eliminate waste and the use of hazardous substances and minimize impact on biodiversity, climate change and water scarcity.

### V. SECURITY

Weatherford suppliers and subcontractors will maintain facility security procedures to guard against the introduction of non-manifested cargo into outbound shipments (e.g. drugs, explosives, biohazards and/or other contraband).

### VI. HUMAN RIGHTS

Weatherford is committed to respecting international human rights principles as guided by the Universal Declaration of Human Rights, the Voluntary Principles on Security and Human Rights, and the Organization for Economic Co-Operation and Development (OECD) Guidelines for Multinational Enterprises. Our suppliers must share these commitments to human rights:

- Treat employees with dignity and respect without exception.
- Never discriminate in any form, whether based upon gender, race, national or ethnic origin, place of residence, religion, language, sexual orientation, physical ability, veteran, or any other status protected by law. Create and maintain an equal opportunity environment based on qualifications, experience and performance, while ensuring diversity is enhanced.
- Never retaliate in any way against anyone who makes a report in good faith to the company or to competent public authorities regarding concerns about non-compliance with company policy, procedure or applicable law, or about other unethical behavior.
- Never employ forced (work done against a person’s will), prison labor, indentured labor (e.g., labor in exchange for resolution of a legal obligation), exploited bonded labor (e.g., labor in exchange for debt relief), or other prohibited labor or engage in any form of modern slavery, including human trafficking.
- Comply with local minimum age laws and never employ prohibited child labor.
- Operate in full compliance with all applicable laws or collective bargaining agreements regarding wage, overtime pay and mandated benefits. To the greatest extent practicable, aim to employ and train local employees.

## VI. HUMAN RIGHTS (CONTINUED)

- Maintain a work environment that is free of hazards that may cause accidents and/or injuries and compliant with applicable healthy and safety laws. Empower employees to stop work without fear of retaliation if they come across unacceptable health and safety conditions.
- Allow freedom of association (choosing to participate in or not labor unions without fear of retaliation, intimidation or harassment) and promote consultation and cooperation with employees and their representatives in matters of mutual concern (including collective bargaining).
- Respect the right to privacy of employees, customers and other third parties. Only collect, use, retain or disclose personal data when needed to operate effectively and in compliance with the law. Implement measures to safeguard personal data.
- Support all mechanisms to raise a concern and promote organizational justice through effective reporting avenues, prompt resolution of concerns, fair discipline and transparent accountability, no retaliation against anyone, and continuous assessment of the effectiveness of company processes.
- Identify and monitor potential human rights impacts in the industry relating to diversity, local communities, security and the environment
- Exercise reasonable oversight over third parties performing at your request to ensure they comply with the above requirements.

Our suppliers must permit Weatherford to monitor their commitment to human rights through audits and other reasonable activities as deemed necessary.

## VII. CONFIDENTIAL/PROPRIETARY INFORMATION

Suppliers must respect Weatherford's intellectual property rights and maintain and safeguard the confidentiality of, and not use for themselves or others, any confidential information that is received from Weatherford, handling and treating such confidential information with at least the same degree of care (and affording it the same protections) that the Suppliers observe and provide for their own confidential, proprietary, and trade secret information, and in all events with at least a reasonable standard of care.

Except under the express terms of an assignment, license, or other agreement, Weatherford will not convey to Suppliers any title to, any license under, or any rights in any of Weatherford'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 incorporated in any ideas, concepts, know-how, techniques, processes, reports, or works of authorship that are owned, conceived, developed, or created by Weatherford).

## VIII. REPORTING AND NOTIFICATION

Suppliers must promptly notify Weatherford of any failure to comply with this Supplier Code of Conduct, including but not limited to the provisions addressing modern slavery, human trafficking, and other human rights, or any illegal or unethical activity related to our business.

**You can reach our ethics and reporting hotline, Listen Up, anytime and from anyplace, by phone or web. Go to [www.listenup.wft.com](http://www.listenup.wft.com) for more details and toll-free phone numbers based on your location.**

**Weatherford may choose to terminate a supplier relationship at any time for failure to adhere to the principles in this Supplier Code of Conduct and/or failure to report non-compliance.**