

**Mercury Systems, Inc.**  
**Supplier Code of Conduct**

**Introduction**

Mercury Systems, Inc. and its subsidiaries (collectively, the “Company,” “Mercury,” “we,” “us” and “our”) are committed to compliance with laws, human rights, a healthy work environment, protection of the environment, responsible sourcing and other ethical business practices in our supply chains. The Company expects our suppliers to share these commitments. In developing this Supplier Code of Conduct (the “Supplier Code”), we have, among other things, taken into account the International Bill of Human Rights, the United Nations Guiding Principles on Business and Human Rights, the Ten Principles of the United Nations Global Compact and the International Labour Organization Declaration on Fundamental Principles and Rights at Work.

This Supplier Code establishes minimum expectations and requirements for suppliers, as well as their employees, subcontractors and agents (together, as applicable, “suppliers”), in connection with their business dealings with the Company. We encourage suppliers to go beyond the principles outlined in the Supplier Code and to observe the highest international standards. If a matter is not expressly addressed in the Supplier Code, we expect suppliers to use good judgment and respect the spirit of the Supplier Code.

This Supplier Code does not modify or supersede any other Company policies, procedures or requirements. Suppliers are expected to comply with all applicable Company policies, procedures and requirements not addressed in this Supplier Code, including the Code of Business Conduct and Ethics, available [here](#), and any policies and procedures specific to U.S. government contracts.

Compliance with the Supplier Code may be taken into account in procurement decisions. Violations of this Supplier Code may jeopardize the supplier’s business relationship with Mercury, up to and including termination.

**Compliance with Laws**

Suppliers are expected to comply with all laws and regulations of the countries in which they do business, including, but not limited to, regulations addressing the subjects in this Supplier Code. Suppliers must acquire and maintain all relevant licenses and permits necessary to supply goods or services to the Company.

**Labor Standards**

*Equal Opportunity and Diversity*

We expect suppliers to maintain a workplace free from discrimination or harassment on the basis of race, color, sex (including pregnancy, childbirth and related medical conditions), national origin, ancestry, age, religion, physical or mental disability, medical condition, gender, sexual orientation, gender identity and gender expression, genetic information, military or

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veteran status, marital status, request for family care leave, pregnancy disability leave, leave for an employee's own serious health condition or any other characteristic protected by applicable law.

We encourage our suppliers to hire more women, minority, veteran and LGBTQ employees and suppliers. We also encourage suppliers to develop and track goals related to diversity and inclusion in their own business and supply chains.

#### *Working Hours and Compensation*

Working hours must be reasonable. Suppliers may not require workers to work more than the maximum hours of daily labor set by applicable law. Overtime must be paid in accordance with all applicable laws and regulations.

Workers must be paid living wages under humane conditions. Suppliers must provide all workers with clear, written information about their employment conditions with respect to wages before they enter employment and as required by law throughout their term of employment. Deductions from wages as a disciplinary measure are not permitted, unless permitted by applicable law. Wages and benefits paid for a standard working week must meet, at a minimum, applicable legal standards.

#### *Freedom of Association; Collective Bargaining*

Workers must be allowed to exercise freedom of association and receive the full benefit of applicable collective bargaining agreements.

#### *Forced Labor and Human Trafficking; Recruitment Fees*

All forms of forced labor, including prison labor, indentured labor, bonded labor, military labor, slave labor and any form of human trafficking, are prohibited. Suppliers must ensure that all work is voluntary, conducted only through freely agreed upon and documented employment terms and paid in accordance with all applicable laws and regulations. Suppliers may not engage in any form of trafficking in persons, procure commercial sex acts or use forced labor in the performance of contracts.

Workers must have the right to freely terminate employment in accordance with applicable laws and regulations without fear of physical, psychological, sexual or verbal abuse. Workers may not be required to lodge deposits of identity papers, including passports or work permits.

Recruitment fees may not be charged to workers.

#### *Child Labor*

All workers must be of the appropriate age as defined by applicable local and national laws. Individuals that are under 18 years of age may not be employed in positions in which hazardous work is required.

## **Health and Safety**

Suppliers are expected to maintain a productive workplace by implementing procedures that minimize the risk of accidents, injury and exposure to health risks. Without limiting the foregoing, we expect suppliers to:

- Comply with applicable safety and health laws, regulations and Company policies.
- Ensure that all workers and contractors are qualified and equipped to perform activities safely.
- Promptly inform Mercury of any health and safety incidents that occur while performing services for or on behalf of, or delivering goods to, Mercury.
- Provide adequate resources to manage workplace safety and to ensure that all personnel understand and properly exercise safety practices and procedures.
- Provide workers with access to safe drinking water.
- If worker housing is provided, ensure the housing is clean and safe and has adequate lighting, ventilation, heating and cooling and access to electricity, water and sanitary facilities. Housing must be segregated from work areas and provide for privacy and workers must be free to come and go.

## **Environmental Matters**

Suppliers are expected to maintain any required environmental permits and approvals. Suppliers are also expected to comply with laws or regulations related to the environment and the use, storage and removal of restricted or hazardous substances.

The Company also expects suppliers to conduct business in an environmentally responsible and efficient manner and to minimize negative impacts on the environment. Suppliers should strive to conserve natural resources, minimize pollution and waste generation and recycle and reuse when possible.

## **Responsible Sourcing**

Mercury expects suppliers to source products and materials in an ethical and responsible manner. Suppliers should not support or promote conflict anywhere in their supply chains, and should exercise appropriate due diligence when sourcing minerals and other products and materials.

Suppliers should ensure that products and materials are traceable through all stages of production.

## **Trade Secrets and Confidential Information**

Suppliers must take care to maintain the confidentiality of information entrusted to them by the Company, except when disclosure is authorized by appropriate authorities within the

Company or mandated by applicable laws or regulations. Confidential information includes all nonpublic information that might be of use to competitors, or harmful to the Company or its customers if disclosed. All questions about the confidentiality of information should be raised with a person of proper authority within the Company.

### **Protection and Proper Use of Company Assets**

Suppliers must protect the Company's assets in their possession and ensure their efficient use. All Company assets in a supplier's possession may only be used for legitimate business purposes. Any suspected incident of fraud or theft is expected to be immediately reported to the Company for investigation.

The obligation to protect the Company's assets extends to its proprietary information, including intellectual property such as trade secrets, patents, trademarks and copyrights, as well as business and marketing plans, engineering and manufacturing plans, ideas and designs, customer lists, data bases, business records and any unpublished financial data and reports. Unauthorized use or distribution of this information is prohibited as a matter of Company policy, and might also be illegal and result in civil or even criminal penalties.

### **Conflicts of Interest**

Suppliers are expected to avoid any perceived or actual conflicts of interest. If a conflict of interest does arise, the supplier is expected to promptly notify applicable Company personnel.

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

Suppliers must comply with all applicable anti-corruption and anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and related Company policies. Suppliers may not offer or make any improper payments of money or anything of value to government officials, political parties or candidates for public office or any other person on behalf of the Company or in connection with their business dealings with the Company. Suppliers are expected to conduct reasonable due diligence to prevent corruption in business transactions.

### **Competition and Anti-Trust**

We expect suppliers to observe the anti-trust laws of the United States and the foreign jurisdictions in which they do business.

### **Insider Trading**

Suppliers and their personnel may not trade in the Company's securities on the basis of material non-public information concerning the Company.

### **Economic Sanctions and Anti-Boycott Laws**

Suppliers may not engage in business dealings or facilitate business dealings by third parties involving countries, entities or individuals in violation of applicable economic sanctions, including all regulations of the U.S. Office of Foreign Assets Control. Without limiting the foregoing, all products sold to the Company and materials contained therein must be produced and sourced in compliance with applicable sanctions laws.

Suppliers may not participate in a boycott that violates the laws of the United States.

### **Export Controls**

Suppliers must comply with all registration and licensing requirements applicable to the exporting of goods, services, technology and data.

### **Government Investigations**

The Company's general policy is to cooperate with all government investigations and inquiries, and we expect our suppliers to do the same. The Company will determine the most responsible and appropriate ways in which to cooperate. Suppliers are expected to promptly refer to the Company all subpoenas, informal document requests or other external inquiries relating to the Company or their business with the Company, except to the extent they are not legally permitted to do so.

### **Information Security and Privacy**

Suppliers must comply with all applicable information security and privacy laws and Company policies when collecting, storing or processing Company data.

### **Business Records**

All transactions involving the Company and its assets must be recorded accurately and timely in the supplier's books and records.

Suppliers are expected to create, retain and dispose of records in compliance with all applicable legal requirements and all agreements with Mercury.

### **Use of the Mercury Name**

Suppliers may not use Mercury's name or hold themselves out as providing goods or services to Mercury except with Mercury's permission.

### **Business Continuity**

Each supplier engaged by Mercury is required to have adequate business continuity plans in place to continue to provide its services to a reasonable degree in the aftermath of an operational interruption, whether caused by a natural disaster, equipment malfunction, power failure, communications and/ or data network failure or disruption, terrorist act, cyber-attack or

other such exigency. Each supplier shall, upon request, disclose to Mercury in reasonable detail the elements of its business continuity plans and its information security systems and controls.

### **Supplier Monitoring**

Suppliers are expected to self-monitor and enforce compliance with this Supplier Code by their representatives. It is the responsibility of every supplier to ensure that its representatives understand and comply with this Supplier Code and to promptly inform Mercury if such supplier knows, or has reason to believe, that a violation by it or its representatives may have occurred. Mercury reserves the right to request the immediate removal of any representative who behaves in a manner that is unlawful or inconsistent with this Supplier Code or any other Mercury policy or procedure.

### **Reporting Violations**

Violations of this Supplier Code can be reported anonymously by telephone voicemail at 866-277-5739 or by submitting a complaint via the internet at <https://www.whistleblowerservices.com/mrcy>. All reports will be treated confidentially to the extent possible.

### **No Third-Party Beneficiaries**

This Supplier Code does not confer, and shall not be deemed to confer, any rights on the part of any third party. No representative of any supplier or any other person shall have any rights against Mercury by virtue of this Supplier Code, nor shall such representatives or other persons have any rights to cause Mercury to enforce any provisions of this Supplier Code, such decisions being reserved by Mercury in its sole discretion.