

<b>Global Policy Supplement</b>		Document No: JJ-PD-PL-0200-JJ	Page: 1 of 8
<b>Supplier Code of Conduct</b>		Effective Date: 24-SEP-2025	Rev. No: 2
Issuing Process: Procurement	Process Owner: Global Procurement Process Owner		

## 1.0 PURPOSE:

To set out expectations in a Supplier Code of Conduct for Jacobs' Suppliers related to Jacobs' mission, vision and values.

## 2.0 SCOPE OF APPLICATION:

### 2.1 Processes:

2.1.1 Other BMS processes that interact with, are impacted by, or interrelate with this policy: Business Development (BD)/Sales; Project Management; Engineering and Technical Services (E&TS); Procurement; Global Field Services (GFS); Project Controls; Human Resources (HR); Health, Safety, and Environment (HSE); Accounting; Finance; Quality; Information Technology (IT); Global Security and Resilience (GS&R); Legal; Ethics and Compliance; Risk; Sustainability; Records and Information Management (RIM); Internal Audit; Mergers and Acquisitions.

### 2.1.2 Sub-Processes:

a. None.

### 2.2 Individuals/Organizations:

2.2.1 Internal: Jacobs and all its Business Units (BU), operating units, subsidiaries, operations, and departments.

2.2.2 External: Suppliers.

### 2.3 Exclusions:

2.3.1 Internal: None.

2.3.2 External: None.

## 3.0 REFERENCES: None

## 4.0 DEFINITIONS:

4.1 [Anti-Corruption Laws](#): The United States Foreign Corrupt Practices Act (FCPA), the United Kingdom Bribery Act 2010 (UKBA), and any other applicable law or regulation governing corruption, bribery, and similar misconduct.

4.2 [Anything of Value](#): Should be broadly construed and given the common and ordinary meaning of the phrase, and includes not only cash or a cash equivalent, but also includes but is not limited to, discounts; gifts; use of materials, facilities, or equipment; entertainment, drinks, or other hospitality; meals; transportation; lodging; insurance benefits; investment opportunities; tuition; political or charitable contributions; or promises of future employment to an individual or one of their relatives. The perception of the recipient and the subjective valuation of the thing conveyed is a key factor considered in determining whether Anything of Value has been offered, promised, or given.

4.3 [BeyondZero®](#): is our approach to the health, safety and security of our people, the protection of the environment and the resilience of Jacobs. Our goal is to go beyond driving statistics to zero.

4.4 [Classified Information](#): All information that is marked with a security classification in accordance with the relevant country/jurisdiction security classification and handling requirements.

4.5 [Controlled Data](#): All structured and unstructured data that is categorized as Controlled Unclassified Information (CUI), ITAR, contains unreleased or non-public financial data (or reports), contains

- company intellectual property (IP), or any other data elements (e.g., HR data) that requires privacy controls mandated by local, state, federal and international privacy regulations and statutes including but not limited to GDPR and CCPA/CPRA.
- 4.6 [Duty Drawback](#): Is the refund of U.S. Customs duties, taxes and fees paid on imported items into the United States that are exported or destroyed.
- 4.7 [Facilitation Payment](#): Payments, generally small in value (and sometimes referred to as a “grease” payment), made to expedite or secure the performance of a routine, nondiscretionary governmental action that is ordinarily performed by a Government Official.
- 4.8 [Government Official](#): Any officer or employee of a national government; any state, province, county, city, or other regional or local government, or any department, agency, or instrumentality thereof, including an entity owned or controlled by any such government such as a state owned enterprise of a public international organization; any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or on behalf of any such public international organization; an official of any political party, or a candidate for political office or anyone acting on their behalf; or a member of a royal family, tribal chief, or other person with government immunity or status (Refer to FCPA for the definition of “public international organization”).
- 4.9 [Incident](#): Any unplanned event that results in—or has the potential to result in—injury, illness, property damage, environmental harm, or disruption to operations.
- 4.10 [Jacobs or Company](#): Jacobs Solutions Inc. and all its affiliates, subsidiaries, and majority owned or controlled Joint Ventures or similar arrangements worldwide.
- 4.11 [PlanBeyond®](#): The name given to our corporate approach to sustainability.
- 4.12 [Supplier\(s\)](#): Generally, any person, partnership, or corporation that has an agreement with Jacobs and/or with a Jacobs Supplier or subcontractor to provide goods and services in relation to Jacobs’ business, operations and work, including as a Supplier, subcontractor, subconsultant or service provider.
- 4.13 [TogetherBeyond®](#): Our approach to creating a culture of inclusion and belonging where everyone can thrive.
- 4.14 [United Nations Sustainable Development Goals](#): Seventeen Sustainable Development Goals covering Social, Environmental, and Economic development issues adopted by the United Nations Member States as part of the [2030 Agenda for Sustainable Development](#). [United Nations Sustainable Development Goals](#)
- 4.15 [You or Your](#): Means you as a Supplier company that is providing goods, services and solutions to Jacobs or to a Jacobs Supplier or subcontractor.

## 5.0 INTRODUCTION:

We hold our Suppliers to the same standards to which we hold ourselves. Running a good business means running a safe, socially responsible, and ethical business that extends well beyond Jacobs.

We do things right and adhere to laws and regulations. We always act with integrity – taking responsibility for our work, caring for our people and staying focused on safety and sustainability. We make investments in our clients, people and communities, so we can grow together.

### 5.1 Our Reputation

- 5.1.1 We always put honesty and integrity at the forefront of how we conduct business. Over the past several decades, we have earned our solid reputation through countless interactions with clients, Suppliers and authorities.
- 5.1.2 We work on projects representing billions of our clients’ dollars, and to do this we must have their trust. We always hold ourselves – and our Suppliers– to the highest ethical standards. Our Supplier Code of Conduct is designed to provide clarity about our expectations of those we partner with to meet the needs of our clients, including Suppliers.

This document is an overview of the guiding principles and values that govern how we conduct business and make ethical decisions.

5.2 Your Responsibility

5.2.1 Your supply chain: As a Supplier to Jacobs, you agree that when you work with us, you must also ensure that your supply chain complies with this Supplier Code of Conduct.

5.3 Asking for Help and Reporting Concerns

5.3.1 As a Supplier to Jacobs, you agree that if you become aware of any business ethics or integrity issues (including any suspected or actual violation of the Supplier Code of Conduct and its principles and expectations) that may affect Jacobs or its clients, or have any concerns or questions about this Supplier Code of Conduct or how to conduct business ethically and with integrity in relation to your work with Jacobs, you should contact your Jacobs' Procurement point of contact. If you prefer, you may call anonymously through the Jacobs Integrity Hotline: **+1(844) 543-8351**. If English is not your preferred language, the Jacobs Integrity Hotline provides translation services to assist you.

5.3.2 As a Supplier to Jacobs, you further agree to assure the continual existence of effective methods for escalation to the Jacobs Integrity Hotline of potential violations of this Supplier Code of Conduct by your employees or supply chain.

5.4 Compliance

5.4.1 Jacobs will assess your compliance with this Supplier Code of Conduct and we regularly review supplier qualifications, representations and certifications, and reserve the right to conduct audits and thoroughly investigate possible non-compliance with this Supplier Code of Conduct. We strive to be prompt and fair in our investigations and conduct them confidentially to the extent possible under the circumstances. As a Supplier to Jacobs, you agree that if you are involved in an audit or investigation, you must cooperate fully and comply with corrective measures if they are found to be needed. Any violations of this Supplier Code of Conduct or failure to cooperate in an audit or investigation may jeopardize your business relationship with us, up to and including termination of any contracts you have with us.

5.5 Relationships

5.5.1 We value strong, long-term relationships with our clients and our Suppliers. We know that our relationships are strengthened when fundamentals such as safety, social responsibility, integrity and business ethics are aligned. Thank you for doing your part and helping us continue to build and maintain our (and our clients') hard-earned reputation, today and in the future.

POLICY:

5.6 Health, Safety, Security and Environmental Considerations

5.6.1 The health, wellbeing, safety and security of our employees, our supply partners and everyone associated with our work is of utmost importance at Jacobs, as expressed in our BeyondZero® program. We are committed to adhering to the highest standards of safety and security practices; but more than that, safety, security and wellbeing are intrinsic to how we do business – we are committed to a “culture of caring” where safety and security is engrained in everything we do.

5.6.2 Our culture of caring also extends to how we approach the environment and sustainability. It is important that our Suppliers strive to balance the social, economic and environmental aspects of their businesses; just as we do for our and our clients' businesses. Our Suppliers act as our partners in striving to deliver on the United Nations Sustainable Development Goals by driving progress through the provision of more sustainable options across products and services.

5.6.3 As a Supplier to Jacobs, you agree that you must always:

- Immediately report any Incident pertaining to work performed on behalf of Jacobs.

- Comply with applicable health, safety and environmental laws and regulations.
- Apply safe work practices to all activities and instill a similar BeyondZero® culture in your work environments and processes.
- Focus on incident prevention and minimizing exposure to health risks.
- Develop and implement emergency response plans and procedures, delegating and training responsible emergency response personnel.
- Develop, implement and maintain environmentally responsible business practices.
- Work to deliver sustainable, efficient and effective goods, services and solutions.
- Report immediately any unsafe incident, act, situation or insecure environment.
- Refrain from possession or transportation of any contraband, prohibited or restricted items.
- Report any enquiry by law enforcement or other government agencies regarding the Company, its personnel and its activities.
- Design out hazards to minimize risk in construction, use and maintenance and implement collective control measures over personal protection.

## 5.7 Quality

5.7.1 We are dedicated to delivering a superior client experience and value. We strive to delight our clients and exceed their expectations through high-quality and innovative solutions.

5.7.2 As a Supplier to Jacobs, you agree that you must always:

- Have the same commitment to quality in the goods, services and solutions with which you supply us.
- Ensure all goods, services and solutions you supply to us comply with applicable laws and regulations.

## 5.8 Observance of Fair Competition and Antitrust Laws and Regulations

5.8.1 We are committed to conducting our business in full compliance with antitrust and fair competition laws.

5.8.2 As a Supplier to Jacobs, you agree that you must never:

- Engage in anti-competitive business practices intended to limit or impair full and open competition for the goods, services and solutions provided to Jacobs or its clients.

## 5.9 Anti-Bribery and -Corruption

5.9.1 We secure and execute projects honestly and ethically.

5.9.2 As a Supplier to Jacobs, you agree that you must always:

- Understand and comply with the Foreign Corrupt Practices Act, the UK Bribery Act and other applicable anti-bribery and anti-corruption laws.
- Avoid any conduct that is or that could reasonably be perceived by our customers or others as improper.
- Immediately let us know about any attempt that is made to bribe you or solicit bribes from you while you are working with us.
- If you receive a request from a Jacobs employee or representative which you reasonably believe is or may be (or may be perceived to be) a solicitation for a bribe, kickback, or other corrupt payment or a provision of Anything of Value, we expect you to refuse the request and to immediately let us know by contacting your Jacobs' Procurement point of contact (if they are not alleged or believed to be involved) **and** the Jacobs Integrity Hotline: **+1(844) 543-8351**.

- If you are offered or are aware of anyone else who is offered what appears to be or which is an inappropriate or suspicious gift, award, hospitality or business courtesy, we expect you to let us know by contacting your Jacobs' Procurement point of contact (if they are not alleged or believed to be involved) **and** the Jacobs Integrity Hotline: **+1(844) 543-8351**.

5.9.3 As a Supplier to Jacobs, you agree that you must never:

- Solicit or accept Anything of Value from a client representative, Supplier representative, or anyone else which might be perceived as compromising (or actually compromises) your honest service to Jacobs or our clients.
- Offer or give Anything of Value to improperly obtain new business, retain existing business, or secure any improper advantage.
- Permit or authorize others to offer or accept Anything of Value for an improper purpose.
- Make any type of facilitation payment, even if such payments are a common business practice in the country or location where work is being performed or is otherwise considered legal under local law. Jacobs does not permit facilitation payments to be made within its supply chain.
- Furnish gifts, meals, hospitality, travel or other business courtesies to Government Officials if this would be illegal or could reasonably be perceived as improper. No gifts, meals, hospitality, travel or other business courtesies to Government Officials may be made by a Supplier on behalf of or with the intent to benefit Jacobs without obtaining explicit approval from the Jacobs Legal Ethics and Compliance function via the Jacobs Integrity Hotline: **+1(844) 543-8351**.
- Make payments to political parties, party officials or candidates for political office that are illegal or could reasonably be perceived as improper. No payments to political parties, party officials or candidates for political office may be made by a Supplier on behalf of or with the intent to benefit Jacobs.
- Offer anything to a Jacobs' employee or family member of a Jacobs' employee that could be interpreted as an attempt to influence the employee or put the Jacobs employee under an obligation.
- Give a gift to a Jacobs' employee, except an advertising or promotional item of nominal value.

5.10 Inclusion and Belonging

5.10.1 We live inclusion. We put people at the heart of our business. We have an unparalleled focus on inclusion, with a diverse team of visionaries, thinkers and doers from myriad backgrounds and lived experiences. We embrace all perspectives that advance our purpose of creating a more connected, sustainable world, collaborating to make a positive impact.

5.10.2 We believe that an inclusive environment that creates a sense of belonging for our employees enhances innovation and motivates the people that drive our company's growth.

5.10.3 We work to attract and retain Suppliers – large and small – in our markets around the world who align with our four values: We do things right | We challenge the accepted | We aim higher | We live inclusion.

5.10.4 As a Supplier to Jacobs, you agree that you must always:

- Act in accordance with and not undertake any actions in contravention with Jacobs' values and this Supplier Code of Conduct while providing goods, services or solutions to Jacobs.
- Provide fair and equal treatment to all in hiring, promotion, training, compensation, termination and disciplinary action.

5.10.5 As a Supplier to Jacobs, you agree that you must never:

- Discriminate against or cause a harassing or unwelcome work environment for any persons, including on the basis of any characteristic protected by law (e.g., age, race, ethnicity, disability, education, gender, gender identity, marital status, regional or national origin, sexual orientation, political affiliation, physical appearance, religion, veteran status, etc.).

## 5.11 Human Rights

5.11.1 We respect the human rights and dignity of individuals within our operations, supply chain, and communities where we do business. As a Supplier to Jacobs, you agree that you must always:

- Respect human rights in your operations, supply chain, and communities where you do business and avoid any involvement in human rights abuses.
- Comply with applicable laws regarding equal opportunities, forced labor, child labor, human trafficking, modern slavery, working hours, freedom of association, collective bargaining, recruitment, and fair wages.
- Treat all your workers with respect and dignity.
- Conduct all operations in a harassment-free and non-discriminatory manner.
- Promote and support inclusion and belonging in the workplace.
- Promote and protect health, safety and security in the workplace
- Provide a confidential, anonymous mechanism via which workers may report concerns and ensure that whistleblowers are protected against retaliation.
- Provide and/or cooperate in the provision of effective remedies and mitigation actions when adverse human rights impacts occur as a result of your activities.

5.11.2 As a Supplier to Jacobs, you agree that you must never:

- Require workers to pay employers' or agents' recruitment fees or other related fees for their employment.
- Retain or impede workers' access to personal identification documents (e.g., passports) and possessions.

## 5.12 Integrity of Financial and Performance Records

5.12.1 We rely on accurate information and reliable records to make responsible business decisions.

5.12.2 As a Supplier to Jacobs, you agree that you must always:

- Comply with good practice, relevant standards and all applicable laws pertaining to record keeping and record retention.
- Engage in honest and accurate recording and reporting of information.
- Keep accurate and complete records as required by Jacobs.

5.12.3 As a Supplier to Jacobs, you agree that you must never:

- Make false, overstated, artificial or misleading entries or omissions in any system, book or record for any reason.

## 5.13 Trade and Export Control

5.13.1 We comply with all international trade laws and regulations that apply to us wherever we conduct business.

5.13.2 As a Supplier to Jacobs, you agree that you must always:

- Understand and comply with applicable laws and regulations relating to export, import, trade, non-proliferation and arms control.



- Understand and comply with import laws and regulations designated by U.S. Customs Border Protection and other applicable customs agencies.
- Understand and comply with any applicable trade sanctions and supply, when requested, product level Trade Compliance classifications such as ECCN (Export Control Classification Number), Harmonized Tariff or Schedule B, and/or U.S ML Category (ITAR).
- Ensure that products supplied to Jacobs or our clients do not contain metals derived from “conflict minerals” that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo or any adjoining country, as well as other products sanctioned or restricted by the United States. This includes Section 889(a)(1)(B) of the Federal Acquisition Regulation (FAR) related to Chinese telecommunications and surveillance equipment manufacturers. You also agree to provide, when requested, certification(s) and report(s) of compliance.
- Ensure that all sub suppliers (e.g., your subcontractors) and personnel are not subject to Denied or Sanctioned Party restrictions. You must immediately notify Jacobs of any violation or pending action of violation by contacting your Jacobs’ Procurement point of contact and the Jacobs Integrity Hotline: **+1(844) 543-8351**.
- Provide all documentation needed to file for final right of Duty Drawback when requested.

5.13.3 As a Supplier to Jacobs, you agree that you must never:

- Participate in boycotts or other restrictive trade practices prohibited or penalized under United States or applicable local law or knowingly violate or circumvent any applicable trade laws.

#### 5.14 Money Laundering Prevention

5.14.1 We are committed to complying with applicable anti-money laundering and anti-terrorism laws. We only conduct business with reputable customers and Suppliers involved in legitimate business activities with funds derived from legitimate sources. As a Supplier to Jacobs, you agree that you will not undertake any actions that would violate any applicable anti-money laundering and anti-terrorism laws.

#### 5.15 Confidentiality and Data Security / Privacy

5.15.1 We deal with various types of Classified Information and Controlled Data, as well as proprietary and personal information (“Confidential Information”), belonging to Jacobs, our clients, Suppliers, employees and others.

5.15.2 As a Supplier to Jacobs, you agree that you are required to and that you will:

- Comply with all applicable laws and regulations related to Classified Information, Controlled Data or Confidential Information handling and processing.
- Protect and secure all Confidential Information entrusted to you by employing adequate internal controls in work processes and security measures for all written and printed data, as well as computer systems, portable electronic devices, laptops and other storage devices.

#### 5.16 Media

5.16.1 We maintain Jacobs’ well-earned reputation – and the reputations and confidentiality of our clients – by presenting a consistent message to print and online media. As a publicly held, multi-national company, we handle media and official social media interaction at the corporate level. We also have special considerations and legal responsibilities as a publicly traded company and must adhere to the rules of the Securities and Exchange Commission (SEC) as well as other agencies on occasion. All requests for media interaction undergo a corporate communications review and approval process.

5.16.2 As a Supplier to Jacobs, you agree that you must always:

- Ensure any broad communication about or that involves our Company (including use of our Jacobs logo), our customers, or our work together, including but not limited to: Marketing materials and channels (e.g., your website, annual reports, event materials), client and public presentations, press releases, social media posts or media interviews, are formally approved prior to publication or broadcast by Jacobs' Global Marketing, Brand and Communications team.
- Ensure you have Jacobs' approval to use our logo for each specific use request and that you follow our Brand Guidelines for vendors, Suppliers and partners if use of the Jacobs logo is approved. Your Jacobs contact has access to our full Brand Guidelines and a Summary Sheet and can provide more guidance as needed. Access to assets can be requested through our partner portal.

5.16.3 For questions or assistance, reach out to your Jacobs contact or contact the brand team at [OurFuture@jacobs.com](mailto:OurFuture@jacobs.com).

## 6.0 DESCRIPTION OF REVISIONS:

Rev #	Date	Reason for Changes
0	01-FEB-22	Initial release.
1	30-DEC-2023	Add "gender identity" to our Inclusion and Diversity section. Company name, font and copyright information updated.
2	24-SEP-2025	Aligned to new company structure and BMS template Updated to be consistent with Inclusion and Belonging