



Global Supply Chain

Supplier Code of Conduct

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TABLE OF CONTENTS

I. OVERVIEW.....	3
II. SCOPE AND RESPONSIBILITIES.....	3
III. APPLICATION OF CODE.....	3
1.0 HUMAN RIGHTS.....	3
Discrimination	
Harassment & Abuse	
2.0 HEALTH & SAFETY.....	3
3.0 LABOR.....	4
Wages, Benefits, & Hours	
Child & Juvenile Labor	
Human Trafficking	
Forced Labor	
Freedom of Association & Collective Bargaining	
4.0 BUSINESS INTEGRITY/ETHICS.....	4
Corruption & Bribery	
Conflict of Interest	
Gifts, Entertainment, & Travel	
Legal Compliance	
Fair Competition & Marketing	
Immigration Laws Compliance	
Environment/Sustainability	
Supplier Diversity/Inclusive Supply Chain	
Financial Reporting	
5.0 PROTECTION OF INFORMATION.....	5
Confidentiality	
Data Protection/Privacy	
Compliance	
6.0 AUDITS & ASSESSMENTS.....	5
7.0 DUTY TO REPORT.....	6
8.0 COMPLIANCE DECLARATION.....	6

I. OVERVIEW

At Apache Corporation (Apache) our mission is to grow in a safe, environmentally responsible, innovative, and profitable manner for the long-term benefit of our stakeholders.

II. SCOPE AND RESPONSIBILITIES

In alignment with Apache’s mission and as a part of ongoing sustainability efforts, the Apache Supplier Code of Conduct (“Code”) has been developed to ensure that all of Apache’s contractors, suppliers, and manufacturers meet Apache’s basic expectations of doing business related to human rights, health & safety, labor, business integrity, ethical practices, and intellectual property management. These standards are based on well-respected and recognized international standards, including the International Labor Organization, United Nations Universal Declaration of Human Rights, and industry best practices.

III. APPLICATION OF THE CODE

Compliance with these standards is an expectation of doing business with Apache. The Code defines the non-negotiable minimum standards that Apache’s contractors, suppliers, and manufacturers and their sub-tier suppliers or subcontractors (each, a “Supplier”) are expected to respect and adhere to.

The standards of this Code are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a supplier and Apache and/or its affiliates. The following eight categories encompass the Code.

In addition to this Code, the Supplier is bound to any additional terms and conditions of any contract between Apache and Supplier. If any conflict exists between the Code and the terms and conditions of any contract between Apache and Supplier, the terms and conditions of the contract shall supersede.

1. HUMAN RIGHTS

Discrimination – Supplier should promote equal opportunities and shall not discriminate against any worker based on race, color, religion, national origin, ancestry, sex, familial status, marital status, sexual orientation, genetic information, gender identity or expression, age, otherwise qualified disability, or veteran status.

Harassment & Abuse – Supplier shall maintain workplaces that are free from discrimination and physical and verbal harassment.

2. HEALTH & SAFETY

Supplier must ensure that it has a safe and healthy work environment in compliance with all applicable laws and regulations related to workplace conditions.

3. LABOR

Wages, Benefits, & Hours – Supplier must operate in full compliance with all applicable wages, work hours, vacation time, overtime, holidays, and benefits labor laws.

Child & Juvenile Labor – Supplier shall not employ any persons under the age of 15 or the applicable minimum legal age for employment. Supplier shall comply with all local child labor laws and applicable international standards.

Human Trafficking – Supplier will conduct business with respect for and adherence to human rights, including ensuring that Supplier and its supply chain are free from actual or suspected forced labor and ensure that any officers, directors, employees, or subcontractors of Supplier refrain from actions or activities that may contribute to human rights violations, including human trafficking.

Forced Labor – Supplier must ensure that no forced labor, including bonded, indentured, and involuntary prison or slaved labor, is used.

Freedom of Association & Collective Bargaining – Supplier shall respect the right of employees to join, form, or not to join a labor union without fear of reprisal, intimidation, or harassment as permitted by and in accordance with all applicable laws and regulations.

4. BUSINESS INTEGRITY/ETHICS

Corruption & Bribery – Supplier must neither engage in nor tolerate association with any form of corruption, bribery, extortion, or embezzlement.

Conflict of Interest – Supplier will disclose to Apache any actual and potential conflicts of interest that come up from business or personal relationships with Apache's existing and potential business counterparties, customers, employees, or competitors.

Gifts, Entertainment, & Travel – Supplier will not offer to, provide to, or accept from Apache employees, contractors, or business agents, extravagant or excessive gifts, entertainment, or travel, and Supplier will not offer to, provide to, or accept from other parties on behalf of Apache, extravagant or excessive gifts, entertainment, or travel.

Legal Compliance – Supplier is required to act in accordance with all applicable laws and regulations, including all applicable national, federal, state, provincial, and local laws and regulations.

Fair Competition & Marketing – Supplier is required to comply with applicable antitrust and competition laws that prohibit agreements between competitors that affect prices, costs, terms, or conditions of sale.

Immigration Laws Compliance – Supplier must only engage workers who have a legal right to work.

Environment/Sustainability – Supplier must fully comply with all applicable environmental laws and regulations. Supplier should also use commercially reasonable efforts to conduct operations in a manner that is environmentally responsible, conserves natural resources, and minimizes pollution and harmful emissions.

Supplier Diversity/Inclusive Supply Chain – Supplier is to demonstrate a diverse workforce composition by actively embracing workforce age, gender, race, national or ethnic origin, religion, language, political beliefs, sexual orientation, and physical ability and by promoting supply chain inclusion throughout their own supply chains.

Financial Reporting – Supplier shall maintain accurate and transparent books, records, and accounts that accurately and completely reflect all transactions involving Apache and provide that information to Apache, its auditors, advisors, and regulatory/government authorities, upon request.

5. PROTECTION OF INFORMATION

Confidentiality – Supplier must protect the privacy and confidentiality of Apache’s customers, employees, and contractors, in accordance with the terms of the agreement between Supplier and Apache.

Data Protection/Privacy – Supplier shall comply with applicable privacy and information security laws and associated regulatory requirements as well as with Apache’s privacy and security policies when personal information is collected, stored, processed, disclosed, transferred, and/or shared.

Supplier shall institute appropriate data and system protections to mitigate the risk of data damage and compromise by outside threat actors. Supplier will promptly notify Apache in the event of a material breach of those defenses resulting in potential or actual damages.

Compliance – Supplier shall implement effective management systems and a governance structure to facilitate compliance with all applicable laws and promote continuous improvement with respect to the expectations set forth in this Code.

6. AUDITS & ASSESSMENTS

Apache reserves the right to audit compliance with this Code. Audits may include facility inspections that include worker interviews and a review of Supplier records and business practices. Such audits are conducted by Apache or its appointed third party. If an audit identifies a violation of this Code, Supplier must act promptly to correct the situation to Apache’s satisfaction, with a corrective action plan. Failure to rectify compliance gaps may result in termination/discontinuation.

7. DUTY TO REPORT

Supplier is directly responsible for promptly reporting to Apache any actual, attempted, or apparent violation of law.

To report an actual or suspected violation of law or this Code, you must contact Apache Hotline at 866 756 2599 or make an online report [here](#).

8. COMPLIANCE DECLARATION

The undersigned hereby confirms on behalf of Supplier that:

- Supplier has received and taken due note of the contents of the Code;
- Supplier is aware of all relevant laws and regulations of the countries in which it operates;
- Supplier will immediately report to Apache any case of violations of the Code;
- Supplier will comply with the Code requirements without amendment or abrogation; and
- Supplier agrees to abide by the following:
 - Apache’s core values as stated in Apache’s Code of Business Conduct and Ethics on Apache’s external website (direct link to website: https://apacorp.com/wp-content/uploads/2021/09/APA_Code-of-Business-Conduct_091621-1.pdf);
 - Apache Corporation Weapons Policy on Apache’s external website (direct link to website: <https://apacorp.com/wp-content/uploads/2022/01/APA-Weapons-Policy-01.3.22-.pdf>); and
 - Apache Corporation Drug and Alcohol Policy on Apache’s external website (direct link to website: https://apacorp.com/wp-content/uploads/2021/12/APA_Drug-and-Alcohol-Policy.FINAL_05-05-20.docx.pdf)).

Supplier Name: _____

Supplier Representative Name: _____

Supplier Representative Title: _____

Supplier Representative Signature: _____

Date & Place: _____

This document must be signed by an authorized representative of the Supplier.