

# **NATIONAL RIFLE ASSOCIATION OF AMERICA**

## **SUPPLIER CODE OF CONDUCT**

The National Rifle Association of America and its affiliates are committed to the highest standards of ethical conduct and business practices and expect all suppliers, vendors, contractors, and others who conduct business with or on behalf of the NRA to make a similar commitment.

### **PARTIES**

The National Rifle Association of America (NRA) means NRA Directors, Officers, staff, subsidiaries, and affiliates.

Supplier means supplier, vendor, service provider, contractor, sub-supplier, lower-tier subcontractor, affiliates and agents and their owners, partners, directors, officers, and staff.

### **COMPLIANCE WITH LAWS**

The NRA expects its Suppliers to observe the highest standards of integrity and business ethics and to comply with all applicable laws and regulations where they operate and conduct business. Suppliers must comply with all applicable anti-corruption, bribery, wage and labor, trade, and tax laws to name a few. NRA does not tolerate human rights violations in its supply chains and the Supplier shall ensure that their products, services, and supply chain are free of child labor, forced labor, and modern slavery.

### **HEALTH AND SAFETY**

Suppliers shall prioritize health and safety standards when working with the NRA. Observing the NRA's and industry-recognized safety standards when participating in NRA-sponsored events, visiting NRA locations, providing services, hosting NRA events and employees, and in the manufacture or distribution of products.

### **DATA PRIVACY AND SECURITY**

NRA requires its Suppliers to maintain appropriate protections to safeguard NRA's data, confidential and proprietary information, and trade secrets. Supplier shall protect personal information in compliance with all applicable laws. Personal and confidential information provided by the NRA should only be used, accessed, and disclosed as permitted by the Supplier agreement. Any data breach or unauthorized disclosure of NRA's confidential information shall be reported immediately to the NRA as specified in the applicable agreement.

### **BOOKS AND RECORDS**

Suppliers shall maintain accurate books and records and record all payments, in cash or in kind, on behalf of the NRA. Suppliers shall provide an accurate and appropriate level of detail in

invoicing and other payment requests. Supplier shall make available upon request any supporting documentation for payment.

## **CONFLICTS OF INTEREST**

NRA requires its Suppliers to be transparent and to disclose any potential, apparent, or actual conflicts of interest with the NRA. Conflicts of interest arise when NRA representatives can be or are influenced by circumstances that would tend to cause the NRA representative not to act impartially or in the best interests of the NRA. While it's not possible to describe every situation that would create a potential conflict of interest, the following is a non-exhaustive list of situations that shall be disclosed to the NRA:

- Ownership or financial interests in a Supplier by an NRA representative or their family members (except for owning shares in publicly traded companies),
- Engaging in personal business transactions or payments between a Supplier and NRA representative without proper disclosure (except for transactions available to the public in the marketplace not associated with NRA business),
- Direct or indirect payments, requests for payments, or other personal business or financial transactions between a Supplier and NRA representative outside of the written agreement,
- Supplier paying expenses of an NRA representative outside of the written agreement,
- Soliciting or providing gifts or entrapment that are not customary and reasonable or would tend to influence an otherwise impartial decision.

## **GIFTS AND ENTERTAINMENT**

The Supplier shall not provide or seek any reimbursement for any gifts, entertainment, or travel that is not contained in the written agreement and/or not considered customary and reasonable under the circumstances. The value and the frequency of gifts or entertainment are considered in determining what is customary and reasonable under the circumstances but cannot exceed \$250. If the item, whether solicited or unsolicited, tends to influence the objectivity of the NRA representative or the timing is of such (e.g., during an open bid proposal or renewal) that may create an appearance of a conflict of interest, then the gift is prohibited despite the value. Supplier shall promptly disclose any of the incidences in this section to the NRA Office of General Counsel.

## **REPORTING**

Subject to any restriction posed by law, the Supplier will promptly inform the NRA of any issues or incidents inconsistent with this Code or unethical business practices by the Supplier or NRA representatives. Reports can be made to the NRA Office of General Counsel, Compliance Team, or via the NRA Integrity Line (**888-NRA-3603** or **NRAIntegrityline.org**). The Supplier will cooperate with the NRA in any subsequent investigations involving suspected conduct that violates this Code. The NRA prohibits retaliation against any person reporting such a concern.

Supplier hereby represents and agrees to adopt and act in a manner consistent with ethical and professional standards set forth in the NRA Supplier Code of Conduct, as well as reporting obligations identified therein, including prompt reporting of fraudulent, unlawful, or unethical conduct.