



Global Anti-Human Trafficking Policy

Purpose:

Telos Corporation and its subsidiaries (“Telos” or “Company”) are committed to a work environment that is free from human trafficking and slavery. Telos will not and does not tolerate or condone human trafficking – a modern day form of slavery – in any part of its organization or business relationships. Trafficking in persons is an international crime and a violation of human rights in which the victims are deprived of their fundamental freedoms.

Scope:

The Policy applies to all personnel employed by or engaged to provide services to Telos, including, but not limited to, employees, officers, temporary employees, contingent workers (including agency workers), casual staff, and independent contractors (collectively herein referred to as “employees”). Every Telos employee is responsible for reading, understanding and complying with this Policy. This Policy complies with the requirements of Federal Acquisition Regulation (“FAR”) Subparts 22.17 and 52.222-50.

Key Definitions:

Coercion means (1) Threats of serious harm to or physical restraint against any person; (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of their personal services or of those of a person under their control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Severe forms of trafficking in persons means (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Forced Labor means knowingly providing or obtaining the labor or services of a person (1) By threats of serious harm to, or physical restraint against, that person or another person; (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person

did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or (2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees; (ii) Advertising; (iii) Obtaining permanent or temporary labor certification, including any associated fees; (iv) Processing applications and petitions; (v) Acquiring visas, including any associated fees; (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees; (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications; (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees; (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees; (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds; (xi) Transportation and subsistence costs (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and (B) From the airport or disembarkation point to the worksite; (xii) Security deposits, bonds, and insurance; and (xiii) Equipment charges.

(2) A recruitment fee, regardless of whether the payment is (i) Paid in property or money; (ii) Deducted from wages; (iii) Paid back in wage or benefit concessions; (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to (A) Agents; (B) Labor brokers; (C) Recruiters; (D) Staffing firms (including private employment and placement firms); (E) Subsidiaries/affiliates of the employer; (F) Any agent or employee of such entities; and (G) Subcontractors at all tiers.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

The definitions of all terms used in this Policy are the same as in the referenced FAR.

Policy:

The U.S. Government and Telos prohibit human trafficking and trafficking-related activities (“Policy”). Telos, its employees and agents shall not:

1. Engage in severe forms of trafficking in persons;
2. Procure commercial sex acts;
3. Use forced labor;
4. Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;
5. (a) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work; (b) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
6. Charge employees or potential employees recruitment fees;
7. (a) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment
 - (i) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (ii) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that
- (b) The requirements of paragraph (a) of this clause shall not apply to an employee who is-
 - (i) Legally permitted to remain in the country of employment and who chooses to do so; or
 - (ii) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (c) The requirements of paragraph (a) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment,

or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. This paragraph does not apply when the exemptions at paragraph (b) of this clause apply;

8. Provide or arrange housing that fails to meet the host country housing and safety standards;
9. If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

Each employee, contractor, subcontractor, and agent of Telos is responsible for ensuring compliance with this Policy.

Investigations and Audits:

Telos may perform investigations and audits to verify that business is being conducted in compliance with this Policy. All Telos employees and third parties through whom Telos conducts business are required to fully and promptly cooperate with any auditors and investigators, and must respond fully and truthfully to any inquiries and requests for documents. Any failure to fully cooperate or attempts to hinder an investigation or audit may be grounds for disciplinary action, up to and including termination, subject to applicable law.

Reporting:

Credible information regarding a potential violation of this Policy, whether by an employee, contractor, subcontractor, agent, vendor, supplier, partner, and others through whom Telos conducts business, must be immediately reported to the Human Resources Department or the Legal Department, or it can be reported anonymously through Alertline 1-866-448-3567. If applicable by virtue of its connection to a federal Government contract, the Company will notify the Contracting Officer and the agency Inspector General of any credible information regarding a violation and any actions taken against that employee or agent. Employees who fail to report actual or suspected human trafficking (when there are reasonable grounds to believe it exists) may be deemed in violation of this Policy as permitted by applicable law. Employees may also report potential human trafficking violations to the U.S. State Department's Global Human Trafficking Hotline directly at 1-844-888-FREE (3733) or help@befree.org.

Telos and its employees shall fully cooperate with Government investigators and disclose information sufficient to identify the nature and extent of an offense, per FAR requirements.

Telos will not tolerate retaliation against an employee for reporting a concern in good faith or for cooperating with a compliance investigation related to this Policy, even when no evidence is found to substantiate the report.

Remedies:

Any violation of this Policy will result in disciplinary action, up to and including, removal from a contract, reduction in benefits, termination of a business relationship, or termination of employment, subject to applicable law. Violation of applicable laws may also result in criminal prosecution of responsible individuals.

Failure to promptly notify and cooperate with any investigation in connection with a federal Government contract, in addition to other remedies available, may result in the following:

1. Requiring the Company to remove an employee or employees from the performance of the contract;
2. Requiring the Company to terminate a subcontract;
3. Suspension of contract payments until the Company has taken appropriate remedial action;
4. Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Company non-compliance;
5. Declining to exercise available options under the contract;
6. Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
7. Suspension or debarment.