



Supplier Code of Conduct

Updated: June 2026

This document was approved by Hudson Shipping Lines' Board of Directors and is publicly available on our website. Suppliers and other parties subject to this Code are expected to understand and comply with its requirements.

Supplier Code of Conduct

1. Purpose and Scope

Hudson Shipping Lines, Inc., its branches and its wholly owned subsidiaries (collectively, “Hudson” or the “Company”) are committed to conducting business lawfully, ethically and responsibly. Hudson expects the same commitment from each supplier, vendor, contractor, subcontractor, consultant, agent, intermediary, representative, service provider, logistics provider, broker and other third party that provides goods or services to Hudson or acts for or on behalf of Hudson (each, a “Supplier”).

This Supplier Code of Conduct (the “Code”) establishes Hudson’s minimum expectations regarding legal compliance, business integrity, human rights and labor practices, health and safety, environmental responsibility, product and service quality, confidentiality, data protection and responsible supply chain conduct.

This Code supplements, and does not replace, applicable law or any contract, purchase order, policy or other requirement applicable to a Supplier. Where a contract or applicable law imposes a stricter requirement, the stricter requirement applies. Where this Code is incorporated into a contract, purchase order, supplier onboarding document or acknowledgment, it forms part of the Supplier’s obligations to Hudson.

2. General Supplier Responsibilities

Each Supplier must conduct its business with integrity and due care and must maintain policies, procedures, training and internal controls reasonably appropriate to its size, activities and risk profile. Each Supplier must:

- comply with all applicable laws, regulations, permits, licenses and contractual obligations;
- assign appropriate responsibility for compliance with this Code;
- provide relevant personnel and subcontractors with appropriate training and guidance;
- identify and address material legal, ethical, labor, health and safety, environmental, quality and information-security risks relating to Hudson-related work;
- maintain complete, accurate and auditable records relating to goods or services provided to Hudson; and
- cooperate in good faith with reasonable due diligence, certification, investigation and corrective action requests from Hudson.

If a Supplier believes that a requirement of this Code conflicts with applicable law, the Supplier must promptly notify Hudson’s Legal Department and cooperate in good faith to determine an appropriate course of action.

3. Business Integrity

3.1 Anti-Bribery and Anti-Corruption

Suppliers must comply with all applicable anti-bribery and anti-corruption laws, including, where applicable, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010 and local anti-corruption laws.

- Suppliers must not directly or indirectly offer, promise, authorize, give, request or accept money or anything of value to obtain or retain business, secure an improper advantage, influence a decision or reward improper conduct.
- Bribery, kickbacks, extortion, secret commissions and facilitation payments are prohibited, whether involving a government official or a private party.
- Political contributions, charitable contributions, sponsorships, gifts, travel or hospitality must not be made on Hudson’s behalf, charged to Hudson or used to influence Hudson-related business without Hudson’s prior written authorization.
- Suppliers must promptly report any suspected improper payment, bribery request, extortion demand, corruption concern or government inquiry relating to Hudson-related work.

3.2 Conflicts of Interest, Gifts and Hospitality

Suppliers must avoid actual, potential or perceived conflicts of interest in their dealings with Hudson and must promptly disclose any personal, financial, family or other relationship that could improperly influence, or appear to influence, a decision involving Hudson.

Suppliers must not offer gifts, meals, travel, entertainment, employment opportunities, personal favors, discounts, loans or other benefits to Hudson personnel or their family members if the benefit could influence or appear to influence a business decision. Any permitted gift or hospitality must be lawful, modest, infrequent, transparent and accurately recorded.

3.3 Fair Competition

Suppliers must compete fairly and comply with applicable antitrust and competition laws. Suppliers must not enter into or facilitate agreements with competitors concerning prices, bids, customers, suppliers, territories, markets, output, capacity or other competitively sensitive matters. Suppliers must not exchange Hudson’s confidential or competitively sensitive information except as expressly authorized and legally permissible.

3.4 Fraud, Money Laundering and Financial Integrity

Suppliers must not engage in or facilitate fraud, theft, embezzlement, money laundering, tax evasion or other financial misconduct. Payments must be made only to the contracting party, in the country where it is established or performs the relevant services, unless Hudson has approved another arrangement in writing.

Suppliers must maintain accurate books and records that fairly reflect all Hudson-related transactions, costs, charges, payments and expenses. False, misleading, incomplete or artificial invoices, expense reports, quality records, customs records, certifications or other documents are prohibited.

4. Trade Compliance, Sanctions and Customs

Suppliers must comply with all applicable sanctions, export controls, import controls, customs requirements, anti-boycott laws, maritime trade restrictions and laws prohibiting goods made with forced or child labor.

- Suppliers must not cause Hudson to conduct business with a sanctioned, blocked, restricted, debarred or prohibited person, entity, vessel, port, country or territory.
- Suppliers must provide complete and accurate information regarding ownership, origin, classification, valuation, routing, export authorization, customs entry, cargo declarations, safety data and other trade compliance matters.
- Suppliers must not transship, reroute, relabel, re-document or otherwise structure a transaction to evade applicable trade restrictions, screening requirements or disclosure obligations.
- Suppliers must promptly notify Hudson of any sanctions, export control, customs, forced labor or similar concern involving goods, services, counterparties, beneficial owners, vessels, ports, subcontractors or routing arrangements connected with Hudson.

5. Human Rights and Labor Practices

Suppliers must respect internationally recognized human rights, including the principles reflected in the United Nations Guiding Principles on Business and Human Rights and the International Labour Organization's Declaration on Fundamental Principles and Rights at Work. Suppliers must treat all workers with dignity and respect.

- **Forced labor and human trafficking.** Suppliers must not use forced, bonded, indentured, trafficked, involuntary or compulsory labor. Workers must be free to leave employment in accordance with applicable law and must not be required to surrender identity documents, pay unlawful recruitment fees or work under threat, coercion or deception.
- **Child labor.** Suppliers must not employ any person below the applicable legal minimum age. Young workers must not perform hazardous work or work that unlawfully interferes with education.
- **Wages, benefits and working hours.** Suppliers must comply with applicable requirements concerning wages, overtime, benefits, working hours, rest periods and leave.
- **Non-discrimination and harassment.** Suppliers must provide a workplace free from unlawful discrimination, harassment, abuse, intimidation, violence and retaliation.
- **Freedom of association.** Suppliers must respect workers' lawful rights to organize, join or refrain from joining labor organizations, bargain collectively and raise workplace concerns without retaliation.
- **Ethical recruitment.** Suppliers must accurately describe the nature, location, compensation and terms of work and must use lawful and ethical recruitment practices.

6. Health and Safety

Suppliers must provide a safe, healthy and hygienic workplace and must comply with applicable occupational health and safety laws, permits and contractual requirements. Suppliers must identify, assess and control workplace hazards and take reasonable steps to prevent fatalities, injuries, illnesses, exposures and unsafe conditions.

- provide appropriate safety training, supervision, safe work procedures and personal protective equipment;
- maintain emergency preparedness, incident reporting, first aid and response procedures;
- operate and maintain equipment, vehicles, vessels, worksites, terminals, warehouses and facilities safely; and
- promptly report to Hudson any fatality, serious injury, material safety incident, regulatory citation or condition that could materially affect Hudson-related work.

7. Environmental Responsibility and Responsible Sourcing

Suppliers must comply with applicable environmental laws, permits and contractual requirements and must conduct their operations in a manner reasonably designed to prevent pollution and minimize material adverse environmental impacts.

- manage emissions, energy and water use, wastewater, waste, hazardous substances, spills and releases responsibly;
- maintain appropriate procedures for handling, storage, transportation, recycling, reuse and disposal of products, packaging, chemicals and waste;
- seek practical opportunities to improve resource efficiency and reduce waste and environmental impacts; and
- promptly report any material spill, release, permit violation, enforcement action or environmental incident relating to Hudson-related work.

Suppliers must use reasonable, risk-based diligence to avoid sourcing minerals, raw materials, goods or services connected to forced labor, child labor, human trafficking, illegal mining, unlawful deforestation, armed conflict, sanctions violations, environmental crimes or other unlawful conduct.

8. Product Safety, Quality and Responsible Performance

Suppliers must provide goods and services that conform to applicable law, contract specifications, industry standards and agreed safety and quality requirements. Suppliers must not knowingly provide counterfeit, adulterated, mislabeled, nonconforming, unsafe or unauthorized goods or services.

Where applicable, Suppliers must provide accurate safety data sheets, product content information, regulatory authorizations, certificates of analysis, origin information, quality records, chain-of-custody records and other documentation reasonably required by Hudson or applicable law. Suppliers must promptly disclose any material defect, nonconformity, recall, safety concern or quality issue affecting Hudson.

9. Confidentiality, Privacy and Information Security

Suppliers must protect Hudson's confidential, proprietary, commercial, financial, technical, operational, personal and other sensitive information and may use such information only for authorized purposes and in accordance with applicable agreements and law.

- implement administrative, technical and physical safeguards appropriate to the nature and sensitivity of Hudson information;
- limit access to personnel and approved subcontractors with a legitimate need to know and binding confidentiality obligations;
- comply with applicable privacy and data protection laws and contractual requirements;
- not use Hudson's name, logo, trademarks, references, case studies, press releases, marketing materials or social media content without prior written approval;
- notify Hudson without undue delay, and in any event within 24 hours after discovery unless a shorter period is required by contract, of any actual or suspected unauthorized access to, disclosure of, loss of or compromise involving Hudson information or systems; and
- cooperate with Hudson in investigating, containing, remediating and addressing any security incident involving Hudson information.

10. Subcontractors and Supply Chain

Suppliers must not use subcontractors for Hudson-related work where prohibited by contract or without any required approval. Suppliers remain responsible for the conduct and performance of their subcontractors, agents and lower-tier suppliers.

Suppliers must communicate this Code, or equivalent requirements that are at least as protective, to relevant subcontractors and lower-tier suppliers and must use reasonable diligence to monitor compliance. Upon reasonable request, Suppliers must identify material subcontractors, beneficial owners, production locations, origin of goods and other information reasonably necessary for Hudson to evaluate compliance risk.

11. Reporting, Non-Retaliation and Cooperation

Suppliers must promptly report any actual or suspected violation of this Code, applicable law or a Hudson contractual requirement relating to Hudson-related work. Reports may be made to the Supplier's Hudson business contact, Hudson's Legal Department at legal@hudsonshipping.com, or Hudson's Ethics Helpline at EthicsHelp@hudsonshipping.com.

Suppliers must maintain reporting or grievance mechanisms appropriate to their operations and must prohibit retaliation against any person who raises a concern in good faith or cooperates in an investigation. A good-faith report is protected even if it is not ultimately substantiated.

Suppliers must cooperate in good faith with Hudson in connection with any inquiry, investigation, audit, remediation, reporting obligation or corrective action relating to Hudson-related work.

12. Monitoring, Corrective Action and Consequences

Upon reasonable request, Suppliers must provide relevant information, certifications and records necessary for Hudson to evaluate compliance with this Code, applicable law and contractual requirements. Where permitted by contract and applicable law, Hudson may assess or audit a Supplier's compliance directly or through an authorized representative.

If Hudson identifies a compliance concern, the Supplier must promptly cooperate in developing and implementing an appropriate corrective action plan. Corrective action may include training, enhanced controls, remediation of affected workers or communities, reimbursement of improper charges, replacement of nonconforming goods, removal of a subcontractor or other reasonable measures.

Subject to applicable law and contract, failure to comply with this Code may result in corrective action, suspension of work, rejection of goods or services, termination of the relationship, disqualification from future business, reporting to authorities,

indemnity claims or other available remedies. Hudson may take immediate action where a Supplier's conduct presents a material legal, safety, environmental, human rights, information-security, reputational or business risk.

13. Policy Review and Updates

This Code will be reviewed by Hudson's Board of Directors and Corporate Social Responsibility team at least annually and may be reviewed more frequently in response to legal, organizational or operational changes.

Next scheduled review: June 2027

Hudson may amend this Code from time to time. Suppliers are responsible for complying with the current version provided by Hudson or posted on Hudson's designated website or supplier portal, subject to applicable contractual requirements.

This Code does not create any right or cause of action in favor of any third party and does not limit any rights or remedies available to Hudson under contract, law or equity.

14. Approval

Read and approved by:

Board of Directors

Hudson Shipping Lines Incorporated

June 2026

This Code may be amended from time to time with or without notice, subject to applicable contractual requirements.

APPENDIX A

SUPPLIER ACKNOWLEDGMENT AND CERTIFICATION

The undersigned Supplier acknowledges receipt of Hudson's Supplier Code of Conduct and certifies that it has read, understands and agrees to comply with the Code to the extent applicable to its relationship with Hudson. The Supplier further certifies that the person signing below is authorized to bind the Supplier and that the Supplier will communicate the applicable requirements of the Code to relevant personnel, subcontractors and lower-tier suppliers involved in Hudson-related work.

Supplier Legal Name	
Address	
Authorized Signatory Name	
Title	
Signature	
Date	
Primary Compliance Contact	
Compliance Contact Email / Phone	

Hudson may request an updated certification in connection with supplier due diligence, contract renewal, an audit, corrective action, or a material change in the Supplier's ownership, operations, subcontractors, products or services.