



SELECT WATER SOLUTIONS, INC.
Sustainable Procurement Policy & Supplier Code of Conduct
(Effective as of April 28, 2022)

Introduction

Select Water Solutions, Inc.’s (“Select” or the “Company”) sustainable procurement policy and supplier code of conduct is intended to create long-term environmental, social and economic benefits for stakeholders across its portfolio companies’ supply chain. The policy helps identify and evaluate qualified suppliers, promote best practices, and serve as a communication and improvement tool for the industry.

In formulating the policy, the Company paid close attention to international norms and fundamental principles for human rights reflected in a wide range of recognized commitments, including the United Nations (“UN”) Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, various International Labor Organization conventions, ISO 26000 and 20400 standards on sustainable procurement and social responsibility.

Through this procurement policy, we intend to make our operations more sustainable by:

- Upholding the laws and regulations of the respective countries we operate in
- Endorsing highest standards of economic, social, ethical and environmental practices
- Identifying and moderating risks associated with our procurement process
- Communicating the policy with internal and external stakeholders and raising awareness among our suppliers

This Policy builds off of the commitments and processes laid out in the Company’s Code of Business Conduct and Ethics.

In accordance with our commitment to the highest standards, we also expect our suppliers to aspire to the same standards in their business operations, including but not limited to:

Environment:

- Comply and adhere to all the applicable environmental laws in respective countries/jurisdiction
- Undertake initiatives to promote greater environmental responsibility such as:
 - Responsible waste management and disposal
 - Reduction of greenhouse gas and other emissions harmful to the environment
 - Conservation of non-renewable natural resources

Business Ethics:

- Obey all relevant international and domestic laws regarding ethical business practices
- Demonstrate existence of procedures to prevent:
 - Money laundering
 - Fraud, bribery, corruption
 - Conflicts of interest
 - Data security issues
 - Compliance with the United States Foreign Corrupt Practices Act

Labor and Human Rights:

- Comply with all applicable laws, in accordance with the principles of the International Labor Organization, the UN Global Compact and the UN Universal Declaration of Human Rights
- Comply with the Company's values pertaining to human rights, including:
 - a. **Discrimination:** Everyone is entitled to the same human rights without discrimination based on age, race, gender identification, sexual orientation, national origin, ethnicity, color, religion, disability, or any other status protected by applicable law
 - b. **Equal Protection:** All individuals are entitled to the right to a remedy and equal protection under the law if their human rights are violated
 - c. **Forced Labor & Child Labor:** All individuals have the right to safe, fair, ethical, and humane working conditions, including no forced labor, compulsory

labor, child labor, modern forms of slavery, bonded labor and any form of human trafficking.

- d. **Disciplinary Actions:** The Company will not condone any type of harassment, abuse or punishment, whether corporal, mental or physical, of an employee by a director, officer or other employee or any partner, customer or supplier of the Company.
- e. **Freedom of Association:** The Company recognizes and respects the right of employees to exercise their lawful rights of free association, including joining or electing not to join any association. In defining freedom of association, we reference the ILO standards for Business and Freedom of Association, including the Freedom of Association and Protection of the Right to Organise Convention, (No. 87) and the Right to Organise and Collective Bargaining Convention (No. 98).
- f. **Indigenous Land:** The Company respects the inherent rights of indigenous peoples, which derive from their political, economic, and social structures and from their cultures, spiritual traditions, histories, and philosophies, especially their rights to their lands, territories, and resources
- g. **Stakeholder Engagement:** We believe that local issues are most appropriately addressed at the local level. Where appropriate, we engage with a wide range of civil society and stakeholders on human rights issues related to our business
- h. **Maximum Working Hours and Minimum Living Wage:** We follow the International Labor Organization (ILO) standards on maximum working hours to ensure high productivity while safeguarding workers' physical and mental health. Additionally, we are committed to providing a minimum living wage to those involved in our operations. Through these commitments, we also support the human right to acceptable living conditions.

Community Development:

- Provide employees with a living wage, at a minimum
- Partner with the local governments and communities to improve the education, cultural, economic, and social well-being of communities which they operate in

Health & Safety:

The Company is committed to conducting its business in compliance with applicable health, safety and environmental laws, rules and regulations in a manner that has the highest regard for the health and safety of human life and the environment. Each supplier has the responsibility for maintaining a healthy, safe and environmentally-friendly

workplace by following health, safety and environmental laws, rules and regulations and reporting accidents, injuries and unsafe equipment, practices or conditions.

We understand that procurement performance improvement is a continuous process and recognize the contribution of our suppliers in our journey to become more sustainable.

Conflicts of Interest

The Company requires suppliers to (i) ensure that nothing your company does should interfere or appear to interfere with your responsibility towards the Company; (ii) disclose any conflict of interest which may interfere or have the potential of interfering with the supplier's responsibilities towards the Company; and (iii) disclose any relationship (and provide updates from time to time) the supplier may have with any the Company employee, officer, director and/or anyone who represents the Company. The supplier's responsibility, includes but is not limited to the following: (1) reporting to the Company if a Company employee, family member and/or anyone who represents the Company owns a portion of the supplier, (2) reporting to the Company if a family member of a Company employee will be working in the supplier on Company business, (3) reporting to the Company if the supplier has provided anything of value to any Company employee, officer, director and/or anyone who represents the Company.

Competition

The Supplier agrees to not to share or exchange any price, cost, or other competitive information or engage in any collusive conduct with any third party with respect to any proposed, pending, or current procurement.

Intellectual Property, Security, and Privacy

The Supplier agrees to respect the intellectual and other property rights of the Company and of third parties, including all patents, trademarks, and copyrights. Additionally, the Supplier agrees to (i) respect privacy rights and secure the data of the Company employees, customers, and suppliers (collectively, "Company Data"); (ii) to implement and maintain physical, organizational, and technical measures to ensure the security and confidentiality of Company Data in order to prevent accidental, unauthorized or unlawful destruction, alteration, modification, or loss of Company Data, misuse of Company Data, or unlawful processing of Company Data; and (iii) protect Supplier operations and facilities against exploitation by criminal or terrorist individuals and organizations.

Traceability

This Policy is intended to have universal application across product lines intended for import into the U.S. market. Supplier shall treat product traceability as a priority issue, internally and externally, in the performance of its business and its obligations under the Agreement. Supplier shall identify and engage with relevant stakeholders, and information

relevant to material provenance closely monitored and continually reviewed. This Protocol has been designed to respond to both audit inquiries and government requests for information.

Companies and organizations that participate in the supply chain of items, equipment, materials and other goods intended for import to the U.S. market have a responsibility to (a) ensure that social, environmental and quality standards are not compromised by its decisions and activities; (b) ensure that all Applicable Laws of the U.S. are complied with; and (c) ensure that all raw materials, equipment and components thereof purchased, imported, or manufactured by Supplier for use in the project or for further processing will be able to clear U.S. Customs. Accordingly, Supplier shall be transparent in its decisions and activities that affect the traceability of its products.

Supplier shall, on request, disclose in a clear, accurate and complete manner, and to a reasonable and sufficient degree, the policies, decisions and activities for which it is responsible in connection with compliance with the Policy.

The Compliance Information shall include information and records with respect to (a) the purpose, nature, and location of Supplier business activities; (b) the nature, origin, and characteristics of the materials in all products and components; (c) how decisions are made, implemented, and reviewed, including the definition of the roles, responsibilities, accountabilities, and authorities across the different functions in Supplier's organization; (d) standards and criteria against which Supplier evaluates its own performance and its suppliers' performance relating to transparency in the supply chain; (e) performance on relevant and significant issues of transparency; (f) known and likely impacts of Supplier's decisions and activities on Company; and (g) the foregoing information with respect to its suppliers, as applicable, and the criteria and procedures used to identify, select, and engage such suppliers.

Supplier shall maintain the following information with respect to itself and its suppliers: (a) legal name of the company; (b) length of time in business; (c) company structure; (d) organizational chart; (e) importer status, when relevant; (f) name and address of registered agent or equivalent; and (g) information related to the ownership interests of each entity, where available.

Supplier shall at all times maintain, and provide to Company upon request, at a minimum, the following documents related to the transactions throughout the supply chain that resulted in the product being supplied under the Agreement: (a) transaction details, e.g., purchase order(s) and contracts between and among the links in the supply chain, associated commercial invoice(s) between and among the links in the chain, and proofs of payment against said invoices; (b) U.S. Customs and Border Protection ("CBP") entry documents, e.g., CBP Form 7501; (c) freight forwarder notice of arrival; (d) International Bill of Lading/Packing List with shipper and product description; (e) Foreign inland freight documentation from the manufacturer to the Port of Export for any inter- or intra-link transaction that includes transportation across an international border; and (f) Customs broker instructions.

