



**CODE OF BUSINESS ETHICS AND CONDUCT  
FOR  
NON-EMPLOYEES OF ALEXANDER GROUP, INC.  
AND/OR ITS SUBSIDIARIES AND AFFILIATES**

Since its inception, Alexander Group, Inc., its subsidiaries and affiliates have been committed to conducting business with the highest degree of integrity and in accordance with applicable legal standards and regulations. While local customs, traditions and ethical standards differ from place to place, honesty is a highly valued standard to live by in all cultures. To be sure, a well-founded reputation for ethical dealings is itself a priceless asset.

It is with this in mind that Alexander Group requires non-employees who provide goods or services to, or on behalf of, AG to work within the ethical framework of AG's organization. This document serves in shaping and ensuring that proper business practices be followed, and it is designed to help non-employees understand that AG has an unwavering expectation and interest in not just getting results but in insuring that they are obtained in an honest and lawful manner. Acts or omissions by non-employees providing goods or services for, or on behalf of, AG which conflict with AG's interests, commitments and integrity will not be tolerated.

In essence, whenever an ethical conflict arises, the obligation of all non-employees providing goods or services to, or on behalf of, AG is to act with integrity, honesty and within the boundaries of applicable law. Examples of AG's requirements include, but are not limited to, the following standards of conduct:

1. No one may take any action for, or on behalf of, AG that is known to violate any applicable domestic or foreign law or regulation, or to compromise AG's commitment to conduct business ethically and with integrity. When in doubt, non-employees should seek approval from an AG representative and/or an attorney in AG's legal department.

2. No one may make any false entry on the books or in the records of AG, nor may anyone aid or assist in the falsification of any books or records of AG. All financial transactions should be fully and properly recorded, in a timely fashion and in accordance with generally accepted principles.
3. No one may intentionally falsify, misrepresent or reveal misleading information in any document pertaining to AG.
4. No one may place him/herself or another person in a situation where personal gain would interfere or could be perceived to interfere with one's judgment or work performance for, or on behalf of, AG or would compromise the overall reputation or best interests of AG.
5. No one may offer, give, ask for or accept, either directly or indirectly, payment, favors, gratuities or any other thing of value to or from an employee of AG or from an employee or agent of any actual or potential customer or supplier of AG, except as legally permissible and recognized as courtesies of the trade. Gifts of \$25 in value or less, or certificates and/or plaques having no intrinsic value, are exempt from the definition of gifts and/or gratuities, except that all payments, favors, gratuities or any other things of value to a political party, candidate, or government official require the prior approval of an attorney in AG's legal department.
6. No one may obtain, make use of or disclose or transfer to an unauthorized individual or entity information which AG states is, or which could reasonably be determined to be (in the event AG has not made any such statement), a trade secret or otherwise confidential or proprietary information of AG, its customers or its vendors.
7. No one may discriminate against, or harass, any person on the basis of that person's race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, disability, marital status, status with regard to public assistance, or membership or activity in a local commission (i.e., a local agency created to combat discrimination).

Suspected violations should be reported to an attorney in AG's legal department.

Alexander Group, Inc. reserves the right, in its sole discretion, to interpret, discontinue, modify or amend its Code of Business Ethics and Conduct, from time to time with or without notice and nothing contained in it, or relating hereto, may be deemed to create an employer-employee relationship with AG, or a promise or commitment by AG of any kind whatsoever to or on behalf of anyone, including without limitation to or on behalf of persons who sign this document.

If you fail to complete, sign, date and return this form to AG, it is contemplated that you will not be authorized to provide goods and services to AG or on its behalf, nor to receive any payments relating to same.

**“By signing this form below, I acknowledge that I have received, read and understand Alexander Group’s Code of Business Ethics and Conduct, as described above, and that it is my responsibility to conduct myself accordingly to the best of my ability when providing any goods and services to, or on behalf of, Alexander Group.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name (typed or printed): \_\_\_\_\_

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