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**Code of Business Conduct and Ethics for  
Federal Government Contracts**

**Raft, LLC**

Updated: 8/4/2022



## **Introduction:**

As a representative of Raft, it is your responsibility to conduct all Company business with the highest standards of business ethics. All Raft employees are encouraged to read and understand this Code. Even employees not directly involved in the performance of government contracts or subcontracts may have duties implicated by this code. Company employees engaged in the performance of a government contract or subcontract are required to read this Code and discuss any questions about the Code with their supervisors. The Company may adopt specific written policies to implement various provisions of this Code. To the extent this code and those policies require a higher standard than required by commercial practice or applicable laws, we adhere to the higher standard.

This Code applies to all of our directors, officers, and employees. Except where otherwise noted, all persons covered by this Code are referred to as "Company employees" or simply "employees."

**The company's Chief Compliance Officer is Brian Sells. He can be contacted at [bsells@goraft.tech](mailto:bsells@goraft.tech) or by phone/text at 615-934-0229.**

## **Responsibilities and Behavior:**

Raft is committed to the highest ethical standards in the conduct of its Government contracts and subcontracts. Therefore, the integrity of each employee, officer, and director is of paramount importance. All employees, officers, and directors are accountable for their actions and must conduct themselves with the utmost integrity.

As part of ethically performing Raft's government contracts and subcontracts, employees, officers, and directors must strictly observe all applicable contract requirements, as well as applicable law and regulation. Your authority to transact Raft's business is limited to conduct that complies with this Code.

Persons who act unethically or violate this code, or other Company policy, may be subject to disciplinary action, up to and including termination or removal, and, if applicable, referral to the appropriate authorities for prosecution.

Employees who violate the law or this Code may expose themselves to substantial civil damages, criminal fines and prison. The Company may also face substantial fines and penalties and may incur damage to its reputation and standing in the community. If you are unclear about the appropriate response to a particular situation, it is your responsibility to use all the resources available to you to seek guidance. One point should be clear: Each employee, officer, and director is individually responsible for his or her own actions.

### **1. Supervisory Responsibility**

It is incumbent upon supervisors to take every opportunity to model behaviors consistent with our government contract and subcontract requirements, our core values, and this Code. If you are a supervisor, you are expected to demonstrate the highest standards of ethical conduct by encouraging open and honest discussions of the ethical, legal, and regulatory implications of



business decisions, and by creating an open and supportive environment where your employees are comfortable asking questions, raising concerns, and reporting misconduct.

All Company employees engaged in the performance of a government contract or subject are required to receive a copy of this Code and read it. It is your responsibility to work with the Chief Compliance Officer to ensure that all employees you supervise on government contracts and subcontracts receive a copy of this Code and acknowledge receipt.

You should also ensure that everyone under your supervision clearly understands the legal and ethical expectations of the Company, including all aspects of the Code, policies, and applicable laws. You should exercise due diligence to prevent and detect compliance lapses. You must also contact the Chief Compliance Officer when you become aware of any suspected violations of this Code.

## **2. Seeking Help and Information**

This Code is not intended to be a comprehensive rulebook and cannot address every situation that you may face. If you feel uncomfortable about a situation or have any doubts about whether it is consistent with the Company's ethical standards, seek help. We encourage you to contact your supervisor for help first. If your supervisor cannot answer your questions or if you do not feel comfortable contacting your supervisor, contact the Chief Compliance Officer.

## **3. Reporting Violations or Suspected Violations**

The Company is committed to establishing and maintaining an effective process for employees, officers, and directors to report, and for the Company to respond to and correct any type of misconduct. If you encounter an ethics or compliance issue and you are not sure about the best course of action, you should ask for help.

All employees, officers, and directors have a continuing responsibility and duty to promptly report any known or suspected violations of this Code, including any violation of the laws, rules, regulations, or policies that apply to the Company. This includes:

- a. Any fraud, conflict of interest, bribery, or gratuity violations.
- b. Any false or fraudulent claim for payment submitted to the Government for payment or approval.
- c. Non-compliance with a material term of a government contract or subcontract.
- d. Receipt of a significant overpayment on a government contract or subcontract.

If you know of or suspect any violation of this Code, immediately report the conduct to your supervisor or the Chief Compliance Officer.

Raft has also established an alternate method by which you can report your concerns, emailing [ethics@goraft.tech](mailto:ethics@goraft.tech). You can report your concerns by email using either your Raft email account



or if you wish to remain anonymous, create a separate email account for reporting.

While providing your identify may assist the Company in addressing your questions or concerns, please note that if you choose, you may remain anonymous and will not be required to reveal your identify.

Further information on reporting known or suspected violations of this Code or of any laws, rules or regulations may be obtained by contacting [ethics@goraft.tech](mailto:ethics@goraft.tech).

#### **4. Investigating Reports**

All reports of known or suspected violations will be handled sensitively and with discretion. Your supervisor, the Chief Compliance Officer, and the Company will protect your confidentiality to the extent possible, consistent with law and the Company's need to investigate your concern.

During an investigation of suspected violations, you are required to cooperate fully in the investigation, and must take certain steps to do so. You must be honest and forthcoming at all times and must not interfere or obstruct the investigation. Any person accused of violating this Code will be given an opportunity to present his or her version of the events prior to any determination that a violation has occurred, or any Company decision regarding the appropriate discipline.

#### **5. Policy Against Retaliation**

The Company seeks to promote an organizational culture that encourages ethical conduct and commitment to compliance with the law. The Company has zero tolerance for, and will not permit, retaliation of any kind against an employee for reporting potential ethics or compliance issues in good faith, or for assisting in the investigation of these issues. Good faith does not mean that you need to be right, nor does it mean that your questions or concerns must have substantial facts to support it. Good faith requires only that the information you are providing is not fabricated or presented in any intentionally misleading manner.

Our non-retaliation policy is a cornerstone of this Code. If you are concerned about retaliation or believe that you have been subject to retaliation for reporting a possible violation, or for participating in an investigation, you should immediately contact your supervisor or the Chief Compliance Officer so that your concerns can be promptly addressed. Retaliating against employees for good faith reporting of misconduct is a serious breach of the Code and will result in appropriate disciplinary action, up to and including termination of employment.

The company prohibits retaliation against an employee who, in good faith, seeks help or reports known or suspected violations. If you report an actual or suspected violation by another, you will not be subject to discipline or retaliation of any kind for making a report in good faith. Any reprisal or relation against an employee because the employee, in good faith, sought help or filed a report will be subject to disciplinary action, including potential termination of employment.





## **6. Waivers of Code**

Only the Chief Compliance Officer may waive provisions of this Code for employees. Any waiver of this Code for our directors, executive officers or principal officers may be made only by the Chief Compliance Officer.

### **Representations and Certifications:**

#### **1. System for Award Management (FAR 52.204-7; FAR 52.204-19)**

Any subsidiary or division of Raft that intends to pursue a federal contract must be registered in the System for Award Management (SAM) before it submits a bid, proposal, or quotation. A subsidiary or division that intends to engage in only government subcontracts, meaning that it would not contract directly with the Government, is not required to register in SAM. However, note that some customers and partners may include contractual provisions requiring SAM registration for subcontractors. It is important to consult with the Chief Compliance Officer when engaging in government contracting activity to ensure compliance with any registration requirements. Government contracts may incorporate by reference the Company's representations and certifications completed electronically through SAM, so it is of the utmost importance that these representations and certifications are completed accurately.

Prior to beginning the SAM registration process, the Company must obtain a DUNS number by registering its legal business name and physical address with Dun & Bradstreet. Each separate physical location requires a separate DUNS number. The Company maintains separate procedures regarding registering a new entity in SAM, which should be used as a guide in creating any new SAM registration. Prior to completing any SAM registration on behalf of the Company, employees must consult with the Chief Compliance Officer.

#### **2. Renewing or Updating SAM Registration**

SAM registration must be updated at least annually and in other instances resulting in a change in information presented in SAM. The Company maintains separate procedures regarding renewing and updating an entity in SAM, which should be used as a guide in such instances. Prior to renewing or updating any SAM registration on behalf of the Company, employees must consult with the Chief Compliance Officer.

#### **3. Completing Representation and Certification Requests**

From time to time, partners and customers may request that the Company complete representations and certifications concerning government contracting activity. These representations and certifications often mirror what is found in SAM but are not limited to only SAM-registered entities. The questions will collect a variety of data about the Company and its government contracting business, which subsequently allows its partners and customers to make certain representations and certifications to the Government. It is critical that these representations and certifications are completed accurately and completely. Employees must



consult with the Chief Compliance Officer prior to submitting any representations or certifications to any partners or customers.

### **Conflicts of Interest:**

#### **1. Identifying Potential Conflicts of Interest**

The Company's reputation and ability to participate in government contracts may be impaired by conflicting relationships or activities. A personal conflict of interest in the context of government contracting may exist when an employee has a financial interest, personal activity, or relationship that could impair that employee's ability to act impartially and in the best interest of the Government while performing under the government contract. This personal conflict of interest can arise especially with employees who are responsible for performing acquisition functions closely associated with inherently governmental functions.

Personal conflicts of interest may arise in a variety of contexts, including the financial interests of employees or their family members, gifts and travel, consulting relationships and service agreements, research support, and investments, among others. Employees are further prohibited from using any non-public Company or Government information for personal gain and may be required to sign a non-disclosure agreement prohibiting such activities.

An "organizational conflict of interest" occurs when, because of the Company's other activities or relationships with other persons, the Company is unable or potentially unable to render impartial assistance or advice to the Government, the Company's objectivity in performing the contract work is or might be otherwise impaired, or the Company has an unfair competitive advantage. For example, an organizational conflict of interest may result when the nature of work performed by the Company on one contract (such as developing a specification) creates an actual or potential conflict of interest on a future procurement or contract opportunity. It is the responsibility of each employee to recognize and report to their supervisors any activities or relationships that might create an organizational conflict of interest so that the Company can take appropriate actions to avoid any such organizational conflict.

#### **2. Disclosing Conflicts of Interest**

While it is incumbent on each employee to act in a manner at all times that is in the best interests of the Company, and avoid conflicts of interest, the Company recognizes that from time to time, situations may arise in which a conflict or appearance of a conflict of interest is unavoidable. The Company requires that employees disclose any situations that reasonably would be expected to give rise to a conflict of interest.

If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it to your supervisor or the Chief Compliance Officer. Your supervisor and the Chief Compliance Officer will coordinate to review the matter and resolve it as necessary.

#### **3. Resolving Conflicts of Interest**

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When a conflict or appearance of a conflict of interest occurs, or is reasonably likely to occur, the Company is committed to resolving the situation in a way that protects the best interests of the Company. Such resolution can take many forms, such as requiring the employee to recuse himself or herself from participating in a particular matter, reassigning duties, or additional measures designed to ensure that the best interests of the Company are not compromised by the conflict of interest.

In all cases, conflicts of interest must be handled in an ethical manner; meaning they must be fully disclosed and considered prior to being resolved. The Chief Compliance Officer will handle all questions of conflicts of interest. Conflicts may be permitted only after full disclosure has been made, the Company has given prior written approval, and the employee has agreed to adhere to any safeguards put into place to ensure that the best interests of the Company are fully protected in the situation in question. Conflicts of interest resulting from a violation of this Code may also be subject to discipline.

#### 4. **Company Records**

The use, expenditure, and disposal of Company resources must be documented as required by Company procedures. Documents and other records must be maintained in accordance with the applicable requirements of law, contracts, and Company policies and shall not be used for personal gain or benefit. No employee or anyone acting on the Company's behalf shall take any action to circumvent the Company's system of internal controls or provide misleading information in Company documents and records.

#### **Commitment to Quality:**

The Company is committed to providing quality services to our Government customers and prime contractors. Our performance must comply with the requirements specified in the Company's government contracts and subcontracts, as well as this Code.

#### **Financial Integrity:**

Our business transactions should always be free from even a perception that favorable treatment was sought, received, or offered through gifts, favors, hospitality, entertainment, gratuities, or other things of value.

##### 1. **Bribes**

It is never permissible to directly or indirectly offer anything of value for corrupt purposes, such as obtaining a contract or other favorable treatment from the Government, any public official, any person who has been selected to be a public official, and any members of their family or household. Offering or accepting bribes, including gifts or entertainment offered for an improper purpose, is a violation of federal law and is strictly prohibited. If you have reason to believe that a bribe has been offered or accepted, you must immediately report this to the Chief Compliance



Officer.

## **2. Kickbacks**

Soliciting, offering, providing, or accepting anything of value to improperly obtain or reward favorable treatment in connection with a Government contract or subcontract is a violation of federal anti-kickback laws. A kickback can take the form of a monetary payment, gift, gratuity, or other thing of value. If you have reason to believe that a kickback has been offered or accepted, you must immediately report this to the Chief Compliance Officer.

## **3. Gifts and Gratuities**

U.S. Government employees are subject to complex laws and regulations that strictly limit their ability to solicit, receive, or accept gifts and gratuities, including meals, favors, entertainment, loans, hospitality, or other things of value from companies and persons with whom the federal government does business or over whom it exercises regulatory authority. Employees are prohibited from offering any gift or gratuity to a U.S. Government employee or representative. If you have any questions about whether extending a gift or gratuity to a U.S. Government employee or representative is permissible, please contact the Chief Compliance Officer.

When competing for Government contracts and subcontracts, the Company may be required to certify that no offer, promise, or gift of any gratuity, entertainment, money, or other thing of value has been or will be made to any Government agency or any other employee of the U.S. Government or member of their family or household. If any such discussion, offer, or promise does occur, you must immediately notify the Chief Compliance Officer.

### **Making Accurate Claims, Statements, and Records:**

#### **1. Submission of Claims to the Government**

Federal law provides for significant damages and penalties for government contractors who "knowingly" submit false claims to the U.S. Government, or cause false claims to be submitted. "Knowingly" includes claims that are intentionally inaccurate, as well as those that are recklessly submitted without verification that the work was performed in compliance with the contract or that the claim is inaccurate. In all government work, employees must ensure full compliance with the applicable requirements. If you have reason to believe that a false claim has been submitted, you must immediately report this to the Chief Compliance Officer.

#### **2. Keeping and Preserving Accurate Records**

It is essential that the Company maintain accurate and complete books, records, and accounts. No artificial or false entries shall be placed in the Company's books, records, or accounts. Any false or artificial entries could form the basis of a false claim or false statement. All records relating to the Company's performance of contracts under government contracts shall be retained for any required statutory or regulatory period, as well as any contractually required period. In



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addition, should any employee become aware of any records, material, or other information revealing fraud relating in any way to a government contract, he or she must immediately bring such records, materials, or other information to the attention of the Chief Compliance Officer.

### 3. Making Accurate Statements

A cornerstone of the Company's commitment to integrity is that all employees must be accurate and truthful in all statements they make, claims and invoices they submit, and all communications with the Company's customers, including government customers. Honesty is a good business practice, and dishonesty in our communications is not acceptable at the Company. Making false oral or written statements to public authorities may constitute a violation of law. If you have reason to believe that a false oral or written statement has been made, you must immediately notify the Chief Compliance Officer.

### 4. Cooperation With Investigations and Audits

Given the highly regulated status of our business operations, it is possible that government officials, including auditors and investigators, will contact Company employees regarding the Company's provision of goods and services to the Government.

The Company may also conduct internal audits and investigations. It is imperative that all employees cooperate fully with any Company or governmental authorities conducting an audit or investigation. Full cooperation includes providing timely and complete responses to questions and document requests.

## Good Corporate Citizenship:

### 1. Equal Employment Opportunity and Affirmative Action (FAR 52.222-25)

Inclusion and diversity are two of Raft's core principles. The Company takes affirmative action to ensure equal employment opportunity, and does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or status as a protected veteran. The Company is committed to maintaining a work environment free from all forms of discrimination and harassment. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected status, such as race, color, religion, national origin, sex, age, or physical or mental disability.

Our equal opportunity commitment applies to all terms and conditions of employment, including, but not limited to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training.

All employees are responsible for upholding this commitment and making equal employment opportunity your standard for professional conduct. Upholding our equal opportunity commitment starts with the hiring process.

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All solicitations and advertisements for new team members must state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

It is further Company policy to send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, any notices provided by a Contracting Officer advising the labor union or workers' representative of the Company's equal employment opportunity commitments.

To ensure that our equal employment opportunity commitment remains at the forefront of our daily interactions, it is our practice to prominently post notices, including those provided by Contracting Officers, re-stating our equal opportunity commitment in all of our locations in a place that is visible to all employees and applicants.

You can help us keep this commitment by alerting the Company's Equal Employment Opportunity Officer if the equal employment opportunity notice in your location becomes missing or damaged.

## **2. Prohibition on Segregated Facilities (FAR 52.222-21)**

The Company does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. For purposes of this provision, "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

## **3. Prohibition on Child Labor (FAR 52.222-19)**

The Company is prohibited from using forced or indentured child labor. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under a government contract. The Company agrees to cooperate fully with authorized officials to access records, documents, persons, or premises upon reasonable request.

If you become aware of any of the above activities occurring, or any credible information of such activities, contact your supervisor or the Chief Compliance Officer immediately. If an employee or agent is found to be in violation of this policy, the Company will take immediate appropriate action, up to and including termination.

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## 4. Prohibition on Convict Labor (FAR 52.222-3)

With certain exceptions, the Company must not employ in the performance of its federal contracts any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands. The Chief Compliance Officer must be consulted prior to hiring any person described above for employment in the performance of a government contract.

## 5. Combatting Trafficking in Persons (FAR 52.222-50)

**The Company prohibits its employees and agents from engaging in trafficking in persons, procuring commercial sex acts, using forced labor in performance of contracts, withholding or destroying employee identification or immigration documents, using fraudulent tactics in recruiting workers or use recruiters who engage in such tactics, charging employees recruitment fees, failing to provide, in certain circumstances, return transportation at the end of employment, or providing substandard housing.**

**If you become aware of any of the above activities occurring, or any credible information of such activities, contact your supervisor or the Chief Compliance Officer immediately. If an employee or agent is found to be in violation of this policy, the Company will take immediate appropriate action, up to and including termination.**

## 6. Use of E-Verify (FAR 52.222-54)

The Company uses E-Verify to electronically verify the employment eligibility of employees who perform work under certain government contracts within the United States.

## 7. Drug Free Workplace

The distribution, dispensing, possession or use of illegal drugs or other controlled substances, except for approved medical purposes, at any Company office or site where Company employees are engaged in work-related activities is strictly prohibited. In no event should any employee be under the influence of illegal drugs or controlled substances (other than controlled substances approved for medical purposes) while present at any such office or site.

## 8. Prohibition on Texting While Driving (FAR 52.223-18)

Company employees are prohibited from text messaging while driving Company-owned or rented vehicles or privately-owned vehicles when on official Company business.

## 9. Paid Sick Leave (EO 13706) (FAR 52.222-62)

Employees are permitted to use paid sick leave for their own illness, injury, or other health-related

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needs, including preventative care; to assist a family member who is ill, injured, or has other health-related needs; or for reasons resulting from, or to assist a family member who is the victim of, domestic violence, sexual assault, or stalking. Employees may contact the Chief Compliance Officer to learn their paid sick leave balances. All valid requests to use paid sick leave are subject to a policy of approval.

## **10. Notification of Employee Rights Under the National Labor Relations Act (FAR 52.222-40; FAR 52.203-15; and DFARS 252.203-7002)**

To ensure that all employees understand their rights, it is the Company's practice to prominently display employee notices at its facilities where employees are covered by the National Labor Relations Act and engaged in activities relating to the performance of a government contract or subcontract.

It is the Company's policy to place such notices in places where employee notices are customarily posted both physically and electronically, and in the languages employees speak.

This notice can also be found on the Company's website at <https://gorafttech.sharepoint.com/> under the title "Employee Relations Information."

The Company compensates employees consistent with its obligations prescribed by the Department of Labor, as prescribed in Executive Order 13658 and FAR 52.222-55 and in accordance with levels prescribed in the Service Contract Act as outlined in FAR 52.222-41. The Company is aware of its responsibility to make an offer of employment in good faith to any service employees employed under a predecessor contract as outlined in FAR 52.222-17 and will act in compliance with such responsibility.

## **11. Insurance (FAR 52.228-3-5)**

The Company provides and maintains insurance during the entire performance of the contract in amounts identified in the contract. Please contact the Chief Compliance Officer regarding insurance for government contracts to ensure that appropriate coverage is in place.

### **Performance of Government Contract Requirements:**

#### **1. General Policy**

It is the Company's policy to comply fully with all statutory, regulatory, and contractual requirements. In furtherance of this policy, contract management personnel and employees who prepare bids and solicitations are responsible for:

- a. Reading, understanding, and adhering to the terms and rules pertaining to each such contract as it relates to his or her job;



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- b. Ensuring that all products and services are priced in accordance with the terms of the contract;
- c. Ensuring that all services conform to contractual requirements; and
- d. Ensuring that all statements, certifications, reports, and other documents are prepared accurately and completely.

Questions regarding contract requirements, or requests by customers, government officials, or any other party to take any action that appears to be contrary to the terms of a government contract should be directed to the Chief Compliance Officer. Similarly, if you have questions about particular legal requirements, or what the law permits, you should contact the Chief Compliance Officer.

## 2. Procurement Integrity

The U.S. Government has special procurement integrity laws. These laws are intended to protect the integrity of the procurement process by ensuring that competitors for government contracts compete on a level playing field. These laws prohibit contractors, as well as government procurement officials, and former government employees, from obtaining, receiving, soliciting, or disclosing bid or proposal information, source selection information, or proprietary information of competing contractors during the course of a competition.

The term "bid or proposal information" means any of the following information submitted to a federal agency as part of, or in connection with, a bid or proposal to enter into a federal agency procurement contract, if that information previously has not been made available to the public or disclosed publicly:

- a. Cost or pricing data.
- b. Indirect costs and direct labor rates.
- c. Proprietary information about manufacturing processes, operations, or techniques.
- d. Information marked by the contractor as "contractor bid or proposal information."

The term "source selection information" means any of the following information prepared for use by a federal agency to evaluate a bid or proposal to enter into a federal agency procurement contract, if that information previously has not been made available to the public or disclosed publicly:

- a. Bid prices submitted in response to a federal agency solicitation for sealed bids, or lists of those bid prices before public bid opening.
- b. Proposed costs or prices submitted in response to a federal agency solicitation, or lists of those proposed costs or prices.
- c. Source selection plans.
- d. Technical evaluation plans.
- e. Technical evaluation of proposals.
- f. Cost or price evaluation of proposals.

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- g. Competitive range determinations that identify proposals that have a reasonable chance of being selected for award of a contract.
- h. Rankings of bids, proposals, or competitors.
- i. Reports and evaluations of source selection panels, boards, or advisory councils.
- j. Other information marked as "source selection information."

Proprietary information includes non-public cost or pricing data, and any other company-proprietary information.

Employees are prohibited from obtaining, receiving, or soliciting any source selection information or proprietary information in violation of these laws.

Employees who prepare proposals on the Company's behalf should follow all marking requirements in the solicitation to help protect the Company's proprietary and contractor bid or proposal information.

When competing for government contracts or subcontracts, the Company may be required to certify compliance with procurement integrity rules. If you have reason to believe that a violation has occurred, you must immediately notify the Chief Compliance Officer.

### **3. Truth in Negotiations (41 U.S.C. Chapter 35)**

The Company must comply fully with The Truth in Negotiations Act (TINA) in the conduct of its Government business. The purpose of TINA is to give the Government an effective means of negotiating a fair and reasonable price. TINA requires disclosure of cost or pricing data and certification that such data are accurate, complete, and current. Employees involved in negotiating government contracts and subcontracts must ensure that all cost and pricing data, communications, and representations of fact are accurate, complete, current, and truthful.

### **4. Cost or Pricing Data (FAR 52.215-13)**

The Company may be required to submit certain certified financial data when negotiating any modifications to a government contract. Should any employee be asked to submit such data in negotiating or modifying a government contract, contact the Chief Compliance Officer to ensure compliance with obligations to provide such data.

### **5. Price Reductions (FAR 15.4)**

The Government is entitled to what is called "most favored customer" pricing, which requires the Company to monitor and disclose discounts given to selected commercial customers to ensure that such pricing is available. Should the Company receive a government contract containing a most favored customer or price reduction clause, contact the Chief Compliance Officer to ensure accurate provision of any applicable discounts.

### **6. Protection and Use of Company Assets**

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All employees are responsible for the protection and appropriate use of Company assets, which include physical assets as well as intellectual property and confidential information. Although Company assets are intended to be used only for legitimate business purposes, it is recognized that occasional personal use by employees may occur without adversely affecting the Company's interests.

## **7. Lobbying and Political Contributions (FAR 52.203-11)**

The Company is prohibited from using federal funds to pay persons, such as lobbyists or consultants, to influence or attempt to influence executive or legislative decision-making in connection with the award or modification of any Government contract. No employee may hire such a lobbyist or consultant without the Company's prior written authorization. Further, the Company must comply with 18 U.S.C. § 431's prohibition on benefits to members of Congress under federal contracts.

The Company is prohibited from making contributions of money or other resources to candidates, officeholders, and political parties at the federal level. The Company respects the right of employees to be involved in political activity and to contribute their own time and resources. Such activity, however, must not take place on Company time or property nor involve the Company's name, and the Company will not reimburse employees for any contributions they may make. Laws and regulations governing contributions to state and local candidates vary from state to state, and all employees shall act in accordance with all such laws and regulations.

## **8. Hiring Current and Former Government Employees**

Special concerns apply to hiring or retaining a government or former government employee as an employee or consultant of the Company. In addition, there are special constraints regarding any communication concerning possible employment of government employees who are designated as "procurement officials." Company employees shall not conduct any discussions regarding, or make any offer of, future employment to any government employee without first clearing such action with the Chief Compliance Officer.

## **9. Management of Government Property (FAR 52.245-1)**

Should the Company receive any Government property in the fulfillment of its government contracts, it must manage all such property in its possession, including creating and maintaining inventory records for such property. Government property in the Company's possession may be used only for performing the relevant contract unless otherwise approved by the Contracting Officer. If you receive government property in the course of your performance on a government contract, please contact the Chief Compliance Officer for further instruction.

## **10. Protection of Government Buildings (FAR 52.237-2)**

Employees who visit a government installation or site must use reasonable care to avoid

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damaging existing buildings, equipment, and vegetation. If the failure to use reasonable care causes damage to the Government's property, the Company is responsible for replacing or repairing the damage. Should any damage to the Government's property occur, employees must report such damage to the Chief Compliance Officer immediately for review and further necessary action.

## 11. Paying Contingent Fees

We must avoid situations in which a third party may be tempted to do something on our behalf that we would not endorse. Accordingly, it is the policy of the Company that it will not pay commissions to employees or agents in connection with their work in obtaining government contracts or subcontracts in support of government contracts. Exceptions to this policy must be pre-approved by the Chief Compliance Officer.

## 12. Gifts and the Office of Government Ethics

The Company recognizes that occasional exchanges of business courtesies between vendors, suppliers, and our employees, such as entertainment, meals, or gifts, can be helpful in building and maintaining business relationships. The Company's general gift policies are outlined separately within this Code. Additional policies apply to the offering or exchange of gifts with Government employees.

Employees are expressly prohibited from giving anything of value to a Government employee with the intent of obtaining favorable treatment from the Government, which includes after-the-fact gifts motivated because of or before official government action. Even if an employee does not have such motives, Government employees cannot accept gifts from Company employees if the Company seeks official action by the Government employee's agency, seeks to do business with the agency, or if the Company or its employees would be otherwise affected by the Government employee's performance of his or her duties. Therefore, as a best practice, the Company does not offer gifts to Government employees.

There are some exceptions to this general rule as outlined below:

- The gift is based on a pre-existing personal or family relationship with the Government employee, so long as the gift is motivated by the relationship (e.g., a birthday present to your sibling).
- The gift is valued at \$20 or less, so long as the gift is not cash and the Company provides no more than \$50 in gifts, in the aggregate, to the same Government employee in a calendar year.
- The gift consists of modest refreshments, such as juice and bagels at a meeting, and not as part of a meal.

Keep in mind that even giving something that fits within the above exceptions, if done with an improper motive, is prohibited under this Code and Federal law.





### 13. Employees With History of Illegal or Improper Activity

Federal law and regulation places certain limits on the Company's ability to employ individuals whom the Company knows have engaged in illegal activities or other conduct inconsistent with an effective compliance and ethics program.

To ensure compliance with these policies, prospective hires must, to the extent permitted by applicable state, local, and federal law, disclose whether they:

- a. Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
- b. Have not, within the preceding three-year period, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offenses; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property.;
- c. Are not presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subclause (b);
- d. Have not, within the preceding three-year period, had one or more contracts terminated for default by any federal agency;
- e. Have not, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if they meet the criteria identified in FAR 52.209-5.

In addition to collecting the information described in the second paragraph of this subsection and its subclauses (a)—(e), responsible personnel should also conduct an annual review of the Excluded Parties List System (now found on [www.SAM.gov](http://www.SAM.gov)) to determine whether it includes any of the Company's employees or subcontractors.

### **Socio-Economic Status:**

#### **1. Identifying Size Status**

Size standards define the largest size a business can be to participate in certain government contracting programs and compete for contracts reserved or set aside for small businesses. Size standards vary by industry and are generally based on the number of employees or the amount of annual receipts of the business.

Annual receipts are the total income plus cost of goods sold, which can typically be found on tax return forms, and are averaged over the previous five fiscal years in most instances. Employee calculation is the average number of people employed for each pay period over the prior twelve months. Any person on the payroll must be included as one employee regardless of hours worked

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or temporary status. Notably, size status determinations include an entity and all affiliates of that entity. Affiliation with another business is based on the power to control and results in Raft being a large business for purposes of government contracting.

In no instance should any employee represent the Company as a small business for purposes of government contracting, including within the Company's SAM registration. If you believe that a small business representation is appropriate in a certain situation or for a certain contract, you must contact the Chief Compliance Officer before making such a representation.

Misrepresentation of socio-economic business status can result in significant repercussions to the Company and for any employee found to be misrepresenting the Company's socio-economic status.

## 2. **Socio-Economic Set-Aside Contracts**

The Government uses set-aside contracts to meet various socio-economic contracting goals, including that certain contracts be awarded to small business interests. A set-aside for small business is the reserving of an acquisition exclusively for participation by small business concerns. Critically, only small businesses may bid on, compete for, and fulfill the contract requirements for a small-business set-aside. Note that not all set-aside contracts are with the government. Some may be for subcontracts resulting from a prime contract.

Apart from a Company's SAM registration, which is a general representation for all government contracting activity, certain contracts contain specific representation regarding socio-economic status, including size. If the Company is asked to or has the opportunity to participate in a set-aside contract, you must contact the Chief Compliance Officer prior to making any representations. It is unlikely that the Company qualifies for any socio-economic set-aside limits, and each opportunity should be critically evaluated.

## 3. **Utilization of Small Business Concerns (FAR 52.219-8) and Accelerated Payment to Small Businesses (FAR 52.232-40)**

The Company uses good faith efforts to provide small businesses the maximum practicable opportunity to compete for subcontracts in support of the Company's government contracts. Timely payment of amounts due pursuant to the terms of subcontracts with small business concerns is of the utmost importance to the Company and will be completed pursuant to the Company's accounting and payment procedures. Upon receipt of accelerated payments from the government under any government contract, the Company will accelerate payment to its small business subcontractors.

## 4. **Small Business Subcontracting Plan (FAR 52.219-9)**

Certain government contracts may require the Company to submit a small business subcontracting plan to the Contracting Officer setting forth goals for subcontracting to small and disadvantaged businesses, as well as annual reports regarding achievements for certain federal contractors. Should a government contract include such a requirement, contact the Chief



Compliance Officer for preparation of the relevant plan.

## **Intellectual Property and Data Rights:**

### **1. General**

Intellectual property is an expression of a new and useful concept that is legally protected and to which the originator is granted certain exclusive rights. "Data rights" is a shorthand way to refer to the Government's licensing rights in technical data and computer software. The extent of these rights depends on the source and level of funding. It is essential for all employees to safeguard the Company's trade secrets and confidential information and to refuse any improper access to trade secrets and confidential information of any other company or entity, including our competitors. Company proprietary information must not be discussed with others within the Company, except on a strict need-to-know basis.

If there is a need to disclose Company trade secrets or confidential information to any person outside the Company, such disclosure must be done only in conjunction with an enforceable non-disclosure agreement. Similarly, the Company's rights in its technology and products must be protected by use of appropriate agreements whenever such technology and/or products are used, transferred, or disclosed. For the purposes hereof, "confidential information" also includes information relating to Company employees and other persons or entities that the Company is obligated by law or agreement to maintain in confidence.

### **2. Technical Data and Computer Software**

A government contract may contemplate that the Company will develop and deliver to the government technical data and computer software or involve the delivery of technical data or commercial software rights that have been previously developed. In the context of DoD and civilian agencies, the term "technical data" encompasses any recorded information that is scientific or technical in nature. The term excludes computer software or any data that is merely incidental to contract performance, including financial data. The term "computer software" includes, among other things, computer programs, source codes, and algorithms, but it does not include computer software documentation or computer databases (which would typically qualify as technical data).

### **3. Categories of Rights**

There are three general categories of government license rights in technical data and computer software: unlimited rights, limited rights (technical data) or restricted rights (computer software), and government purpose rights. In limited instances, a contractor can negotiate special license rights in appropriate situations. The level of license rights that the government will receive will depend on several factors, including whether government funding was used to create the data or software, whether the data or software was delivered under the contract, and which government agency is the contracting party. If you encounter a contract involving delegation of data rights, contact the Chief Compliance Officer for further guidance.

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## 4. Privacy Act (FAR 52.239-1)

The Privacy Act prohibits the disclosure of a record about an individual from a system of records absent the written consent of the individual, unless the disclosure is pursuant to one of twelve statutory exceptions. The Act also provides individuals with a means by which to seek access to and amendment of their records and sets forth various agency record-keeping requirements. The Company complies with the Privacy Act when handling personal data under its government contracts.

## Training, Compliance, and Discipline:

### 1. Ethics and Compliance Training

The Company is committed to providing its employees with training and education relevant to this Code and the Company's ethics and compliance obligations, including its commitment to compliance obligations under the Company's government contracts and subcontracts.

This commitment includes providing copies of this Code to all employees engaged in the performance of a government contract or subcontract, as well as other appropriate materials, to ensure that Company employees are fully informed of their responsibilities in this area.

The most current version of this Code is available from the Chief Compliance Officer.

Questions about upcoming training, or suggestions for future trainings, can also be directed to your supervisor or the Chief Compliance Officer.

### 2. Management Commitment to Compliance

The Company is committed to strict enforcement of this Code.

Company management will exercise due diligence to prevent and detect compliance lapses, including criminal conduct. Such due diligence will include periodic internal audits and reviews.

Company management recognizes that early detection and implementation of corrective measures can prevent more serious issues from developing.

### 3. Discipline

Employees are the backbone of our organization. We rely on our employees to create a culture of ethical conduct and commitment to compliance with the law.

Employees found to be in violation of the Code will be subject to appropriate enforcement and disciplinary action.





Disciplinary action for violations of the Code will include a variety of measures up to and including termination of employment.

As the situation warrants, this may include referral or notification to government authorities for review and/or action.

The severity of the discipline will be gauged in proportion to the seriousness of the violation, taking into account any past violations, whether the violation was intentional, and other appropriate considerations.

### **Consequences of Non-Compliance:**

Making a false claim or false statement to the government, either directly or through a contractor, is a violation of law and can subject both the Company and individual employees to civil and criminal sanctions including fines, suspension, debarment, and prison sentences. It is the responsibility of each employee to ensure that all claims and statements submitted to the government are truthful and not misleading. In addition, the highest standard of honorable and ethical conduct shall be observed in all relationships with the Company's competitors. The advancement of the Company's business interests through the dissemination of unverified information or other unfair actions intended to damage competitors is prohibited, as are any other dishonorable activities.

### **Conclusion:**

This Code of Business Conduct and Ethics for Federal Government Contracts contains general guidelines for supporting the Company's government contracts and subcontracts consistent with the highest standards of business ethics. If you are faced with making a challenging decision regarding a particular situation, you are not alone. There are many resources available to help resolve ethical questions or concerns. If you have questions, you may contact:

- Your immediate supervisor
- Other supervisors or management personnel
- Chief Compliance Officer
- Report activity via email (Raft or anonymous) to [ethics@goraft.tech](mailto:ethics@goraft.tech)



# Ethics and Compliance Training Plan

## **Purpose**

This document sets forth the Ethics and Compliance Training Plan for the Company's Compliance Program

## **Compliance Officer Responsibilities**

The Compliance Officer must implement a training program and schedule to communicate periodically, and in a practical manner, the requirements of this Code to Raft employees engaged in the performance of government contracts and subcontracts.

The Compliance Officer is also responsible for disseminating information appropriate to each such employee's respective roles and responsibilities, either through periodic training, or through other appropriate and effective avenues.

The Compliance Officer is responsible for documenting compliance with these requirements. At a minimum, for each training session, the Compliance Officer will maintain a file that includes the: training date, required attendees, sign-in sheet, topic, and the training materials presented.

If the Compliance Officer disseminates other compliance materials, the Compliance Officer will maintain a file that includes the: date, distribution list, signed acknowledgment of receipt, and the distributed materials.



# Internal Compliance Audit Plan

## **Purpose**

This document sets forth the Company's Internal Audit Compliance Plan to ensure compliance with the Code.

## **Compliance Officer Responsibilities**

### **1. Internal Audit Program**

The Compliance Officer shall develop and maintain a program of periodic review of the Company's business practices, procedures, policies, and internal controls as they relate to the Company's government contracts and subcontracts for compliance with the Code, law, and regulation, as well as the Company's contractual obligations.

This will include:

- a. Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system.
- b. Establishing standards and procedures to facilitate timely discovery of improper conduct in connection with the Company's government contracts and subcontracts.
- c. Monitoring and auditing to detect criminal conduct.
- d. Ensuring corrective measures are promptly instituted and carried out.

### **2. Documentation and Reporting**

The Compliance Officer shall also ensure that each audit is fully documented and that any corrective actions identified in the audit report are implemented in a timely manner. The Compliance Officer shall report the results of each audit to Company management, and where appropriate, to the U.S. Government.

## **Involvement of Company Counsel and Selection of Internal Auditors**

The internal audits will be performed at the direction of the Company's counsel. The personnel selected by the Compliance Officer to perform the audits shall not have responsibility for or report into the functional area being audited.



# Compliance Officer Roles and Responsibilities

## Purpose

This document sets forth the roles and responsibilities of the Compliance Officer under this Code.

## Compliance Officer Responsibilities

### 1. **Implementation of Compliance Program**

The Compliance Officer is responsible for ensuring that the Compliance Program is fully implemented at the Company in accordance with its terms.

The Compliance Officer is responsible for disseminating this Code to all Company employees, posting the Code on the Company's website, and collecting and maintaining employee acknowledgment forms. Even employees not directly involved in the performance of government contracts or subcontracts may have duties implicated by this Code.

Certain of the Company's government contracts and subcontracts require dissemination of the Code to all employees engaged in the performance of the government contract or subcontract. To meet these requirements and to ensure that all employees supporting the Company's government contracts work understand the Company's compliance requirements, the Compliance Officer will partner with the relevant supervisors to ensure that this Code is redistributed to the proper employees when the Company starts work on a new government contract or subcontract. The Compliance Officer will be responsible for collecting and maintaining employee acknowledgement forms.

### 2. **Ethics and Compliance Training Plan**

The Compliance Officer shall establish and maintain an Ethics and Compliance Training Plan as set forth above in Raft's Ethics and Compliance Training Plan.

### 3. **Internal Audit Compliance Plan**

The Compliance Officer shall ensure the Company conducts due diligence to prevent and detect compliance lapses, including criminal conduct.

The Compliance Officer shall develop and maintain a program of periodic review of the Company's business practices, procedures, policies, and internal controls for compliance with the Code, law, and regulation, as set forth above in Raft's Internal Compliance Audit Plan.





#### 4. **Keeping Executive Management Informed and the Program Current**

##### **a. General Duty**

Compliance Programs work best when (1) management is informed about the program and (2) the program evolves to address changing requirements of law, regulation, and the Company's contracts. The Compliance Officer shall update management about significant activity under the Company's Compliance Program and shall make changes to the Compliance Program whenever necessary and appropriate to meet these objectives.

##### **b. Annual Report**

To ensure that Raft's management is fully informed of the Company's compliance efforts, the Compliance Officer shall prepare an Annual Report of activity and developments under the Compliance Program (audits, training, investigations, etc.). The Annual Report shall also include a recommendation as to whether any changes should be based on the Company's actual experience or changes to law, regulation, or the Company's contracts.

The Compliance Officer shall obtain a review of the Annual Report by Raft's outside counsel.

The Annual Report shall be presented to Raft's management no more than 30 calendar days after the end of each 12-month period the Compliance Program is in effect.