

How

we.

win

Code of Conduct Addendum for  
Dell's Government Contracting  
Operations

## 1.0 A Culture of Integrity and Compliance

Our commitment to winning with integrity requires that we commit to operating in accordance with applicable laws and regulations, and in conformity with high standards of business conduct. To foster this collective commitment, each Dell employee must act with integrity, conduct business ethically, and protect our Company's interests. Our success depends on maintaining a culture of integrity.

## 2.0 About Our Code

Our Code of Conduct, "[How We Win](#)," ("the Code" or "our Code") provides general guidance on how to carry out our daily activities in accordance with our purpose and values, as well as in compliance with the letter and spirit of applicable laws, Dell policies and ethical principles. All Dell team members, including officers and directors, and employees of Dell subsidiaries and controlled affiliates, must follow our Code. We also expect all our suppliers, assigned workers, agents and others doing business with Dell or acting on our behalf to hold themselves to equally high standards.

In addition to the Code, this Addendum *also* applies to Dell's government contracts operations. Dell is a responsible and reputable government contractor, and we are committed to conducting our government contracting obligations ethically, in a manner that complies with all laws and regulations. Government contracting is a heavily regulated marketplace, and contractors like Dell must maintain a rigorous compliance program. Practices that are legal in the commercial marketplace may not be legal or acceptable in the government marketplace. This Addendum therefore sets forth certain additional standards relevant to doing business with the government, upon which the Company's written policies and procedures expand.

Please familiarize yourself with the Code, this Addendum, and the more specific policies referenced in both the Code and the Addendum. Failure to abide by the Code and this Addendum may result in disciplinary action, up to and including termination, where allowed by law. If you have any questions, please refer to the helpful resources on the [Global Ethics & Compliance intranet site](#), talk to your group leader, contact [Human Resources](#), or the [Legal Department](#).

## 3.0 Reporting Violations

### What we believe

Team members must help enforce the Code and this Addendum. Promptly raise ethics and compliance questions and immediately report suspected unethical, illegal or suspicious behavior. Dell does not tolerate retaliation against anyone who makes a good faith report of suspected misconduct or otherwise assists with an investigation or audit.

In some instances, the law or the terms of a government contract may require Dell to report misconduct. Employees must report suspected violations of Federal criminal law involving fraud, conflict of interest, bribery, gratuity violations, or the Civil False Claims Act immediately so that Dell can comply with its legal obligations. Timely reporting permits timely review and timely conduct adjustment where required. Failure to report suspected violations may itself violate the Code or this Addendum.

### What it means for you

There are many ways to ask questions or raise concerns and you should use the method you prefer: talk with your leader or a member of management; contact [Human Resources](#), the [Legal Department](#) or the [Global Ethics & Compliance Office](#); or access Dell's third-party [Ethics Helpline](#) via telephone or online via the [Ethicsline](#) to report your concern confidentially or anonymously, where the law allows.

Dell will make every effort to preserve your confidentiality when reporting an issue. In some cases, however, Dell may not be able to protect your privacy due to an investigation or certain legal requirements. Dell does not tolerate retaliation against anyone who, in good faith initiates or participates in the Ethics process, asks questions or raises concerns.

Federal law also protects employees against reprisal if the employee discloses to certain government officials or to the Global Ethics & Compliance Office or Legal Department information that the employee reasonably believes evidences gross mismanagement of funds, gross waste of funds, a substantial and specific danger to public health or safety, an abuse of authority, or a violation of law related to a U.S. government contract, grant, or other funds. If you think you are being retaliated against, or that an investigation is being conducted inappropriately, you should report it immediately using any of the reporting avenues available to you.

The [Global Ethics & Compliance Office](#) is responsible for overseeing all internal investigations of suspected ethics and compliance-related misconduct, including violations of law, or our Code of Conduct, this Addendum and related policies. All team members are expected to cooperate in internal investigations, audits, accounting reviews or directions from Dell's lawyers in connection with lawsuits or government investigative proceedings. Searches of company-provided physical and information technology resources may be required. Retaliation will not be tolerated against any team member who cooperates in these kinds of company activities.

You should immediately notify the Global Ethics & Compliance Office or [Legal Department](#) if you are contacted by any government entity or third party investigating a suspected violation of law related to Dell or its subcontractors or independent contractors.

Please refer to [Sections 2.1 and 2.2 of the Code](#) for further information.

DSFG Employees should refer to QMSM 5.1.21 for further information.

*References: FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights  
FAR Subpart 3.9 - Whistleblower Protections for Contractor Employees*

## 4.0 Contract Compliance

Dell is committed to complying with the terms and regulations applicable to its government contracts. Violations of contract requirements can lead to an assessment of costs or damages, termination of a contract, suspension or debarment of Dell from receiving government contracts, or civil and criminal penalties. As related to the work you perform for Dell, you are responsible for understanding Dell's contractual obligations; applicable procurement, accounting, and billing practices; and any relevant statutes and regulations. If you perform work on a government contract and feel uncertain regarding applicable contract or legal obligations, you should immediately notify your supervisor, the [Global Ethics & Compliance Office](#), or the [Legal Department](#).

## 5.0 Fair Competition

Dell is committed to open and free competition, which includes strict adherence to all antitrust laws. The antitrust laws ensure that markets operate competitively. Practices that eliminate competition or restrain trade may lead to excessive prices and may warrant criminal, civil, or administrative action against the participants. To the extent that you help Dell compete for contracts, Dell expects you to conduct business in a manner that complies with these laws.

Practices or events that may demonstrate a violation of the antitrust laws in either the pursuit or performance of government contracts include (for example):

- Pricing agreements among competitors such as coordinated price increases, follow-the-leader pricing, rotation of bids or proposals, so that each competitor takes a turn in sequence as low bidder, or so that certain competitors bid low only on some sizes of contracts and high on other sizes;
- Division of the market by competitors, so that certain competitors bid low only for contracts let by certain agencies, or for contracts in certain geographical areas, or on certain products, and bid high on all other jobs;
- Establishment by competitors of a collusive price estimating system; and
- Engaging in monopolization or attempted monopolization through unfair conduct such as pricing below cost with the intent to cause a competitor's market exit (predatory pricing).

Employees also must familiarize themselves with [Section 5.3 of the Code](#), which further discusses fair competition.

Although the Federal Government recognizes the propriety of teaming relationships, mergers, acquisitions, strategic alliances, teaming agreements, and other business combinations, you should seek legal review prior to entering such an agreement to ensure that the agreement does not raise any antitrust concerns.

The antitrust laws are complicated. Employees who suspect a violation of, or have questions regarding, the antitrust laws must immediately notify the [Legal Department](#) or the [Global Ethics & Compliance Office](#).

*References: Procurement Integrity Act (41 U.S.C. §423, implemented at FAR 3.104)  
Competition in Contracting Act (CICA) - (10 U.S.C. § 2305(b) & 41 U.S.C. § 253b(d), implemented at FAR Part 6)  
Robinson-Patman Act - Anti-Price Discrimination Act (15 U.S.C. §13)*

## 6.0 Gifts, Bribery & Gratuities

Dell is committed to winning business on the merits of its products services. We do not allow gifts to influence our decisions or undermine the integrity of our business relationships. We do not tolerate bribery or corruption. Likewise, Dell forbids payments of any kind to any person either to improperly obtain unfair business advantage in selling goods and services or to advance our interests with government authorities.

### 6.1 Gifts

You should refer to the [U.S. Public Business Gift and Entertainment Policy](#) for guidance on accepting and giving gifts in the public context and you should refer to [Section 3.5 of the Code](#) for guidance on accepting and giving gifts in the commercial (non-government contract related) context.

The rules relating to doing business with government entities impose strict limitations on what government officials may accept in the nature of "gifts" from contractors such as Dell. As a general matter, you must not, directly or indirectly, give, offer, or promise anything of value (for example, entertainment, meals, refreshments, gratuities, or gifts) to any government official, however innocent the purpose and regardless of whether you seek reimbursement from Dell. Applicable laws may allow the giving of some small courtesies (less than \$20) in specific situations. You must consult the U.S. Public Gift and Entertainment Policy before providing anything of value to a representative of a government customer and contact the [Legal Department](#) or the [Global Ethics & Compliance Office](#) if you have any questions.

### 6.2 Bribery and Gratuities

You must not offer or provide a bribe or gratuity to obtain a government contract or subcontract or to obtain favorable treatment under a contract or subcontract. Federal criminal statutes prohibit giving, offering, or promising money or anything of value, directly or indirectly, to a public official in order to influence an official act or for or because of an official act. "Items of value" can include: money, gifts, favors, in-kind use of company resources, entertainment, and other items or services of value. The definitions of "public official" and "official act" are broad, and current or future procurement activity is considered an official act. These statutes carry severe penalties including fines and imprisonment.

Offering or giving a bribe or gratuity to obtain a government contract or subcontract or to obtain favorable treatment under a contract is strictly prohibited by law, the Code and this Addendum. If you suspect a violation of the anti-bribery and gratuity rules, you must immediately report your concern to the [Legal Department](#) or the [Global Ethics & Compliance Office](#).

DSFG Employees should refer to QMSM 5.1.21 for further information.

*References: Anti-Kickback Act (18 U.S.C. § 874)  
5 CFR Part 2635, Subpart B - Standards Of Ethical Conduct For Employees Of The Executive Branch  
FAR Subpart 3.2 - Contractor Gratuities to Government Personnel  
FAR Subpart 3.5 - Other Improper Business Practices  
FAR Subpart 3.502-2 - Subcontractor kickbacks  
FAR 52.203-3 - Gratuities*

## 7.0 Global Transactions

### 7.1 Anti-Corruption

We are committed to winning business only on the merits and integrity of our products, services and people. Corruption impedes the development of predictability and justice necessary for trustworthy markets; it hurts our company and the communities where we do business. We do not tolerate bribery or corruption, regardless of where we are located or where we do business.

Never provide anything of value that could be perceived as a payment for obtaining, retaining or directing government business or acquiring an improper business advantage with a government official. Always comply fully with the anti-bribery and anti-corruption laws of the countries in which we do business, including the Foreign

Corrupt Practices Act (FCPA). The FCPA applies to the actions of our company, our team members and third parties who work on our behalf anywhere in the world. Regardless of local practices or competitive intensity, you must avoid even the appearance of bribery when dealing with government officials, as well as officials of international organizations and political parties, and employees of state-owned or controlled enterprises.

Please refer to [Section 5.1 of the Code](#) for further information.

*References: Foreign Corrupt Practices Act (FCPA) (15 U.S.C. § 78dd-1, et seq.)*

### 7.2 Export/Import and Other Trade Restrictions

You must abide by all applicable laws regarding import or export of goods, services, software, and technology. The export licensing and controls that govern such transfers, as well as the rules pertaining to the import of goods and services, are complex. To ensure compliance with these laws, please refer to [Section 5.7 of the Code](#) and consult with the [Global Trade Compliance Organization](#) before making any commitment to export goods, services, software, or technology from the U.S. or another country.

Dell adheres to any trade restrictions imposed by the United States. Such restrictions can include sanctions or embargoes that prohibit Dell from engaging in certain business activities in specified countries and/or with specified individuals and entities. To ensure compliance with these trade restrictions, you must consult with the Worldwide Export Compliance Organization before negotiating or entering into any foreign transaction.

*References: International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130)  
Export Administration Regulations (EAR) (15 CFR Parts 730-774)  
DFARS 252.204-7008 - Export-Controlled Items*

### 7.3 Anti-boycott

Dell abides by the U.S. Anti-Boycott regulations, which prohibit us from cooperating with any request concerning a boycott not initiated by the U.S. government. You must not enter into an agreement, provide any information, or take any action that would cause Dell to support an illegal foreign economic boycott. You must immediately report all requests to engage in any such activity to the [Global Trade Compliance Organization](#).

*References: 1977 amendments to the Export Administration Act (EAA)  
Ribicoff Amendment to the 1976 Tax Reform Act (TRA)  
DFARS 252.225-7031 - Secondary Arab Boycott of Israel*

## 8.0 Improper Business Practices with Third Parties

Dell is committed to acting with integrity and high ethical standards when conducting business with third parties. In this regard, certain acceptable practices in the commercial marketplace may violate the law when government contracts are involved. Such practices may include business courtesies, which may constitute illegal kickbacks, the use of contingent fees, and restrictions on subcontractors.

### 8.1 Subcontractor Kickbacks

You must not accept payments or other things of value given by subcontractors, vendors, and suppliers to prime contractors, other subcontractors, or vice versa, in order to reward or obtain favorable treatment related to a government contract. The Anti-Kickback Act of 1986 prohibits kickbacks because they undermine fair competition, and the statute's civil and criminal penalties seek to ensure that we select suppliers based on merit, not because of gifts. A kickback can take the form of money, a fee, a commission, a credit, a gift, a gratuity, an item of value, or compensation of any kind. If you accept a kickback (directly or indirectly) from any vendor or subcontractor, you are subject to termination in addition to possible criminal prosecution.

Although business courtesies are commonplace in the commercial marketplace, they may constitute kickbacks in the government contracting arena. If you have a question as to whether a business courtesy constitutes a kickback, you should contact the Legal Department or the Global Ethics & Compliance Office before accepting anything of value from a supplier, subcontractor, or teaming partner. If you suspect a violation of the kickback laws, you must immediately report your concern to the [Legal Department](#) or the [Global Ethics & Compliance Office](#).

*References: Anti-Kickback Act (18 U.S.C. § 874)  
FAR Subpart 3.502-2 - Subcontractor kickbacks*

### 8.2 Contingent Fees

You must not offer to pay fees contingent on award of a federal contract absent notification to and consent from the Legal Department. A contingent fee means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract. Federal law restricts contingent fee arrangements because such arrangements may lead to attempted or actual exercise of improper influence. Although certain practices are permitted (for example, Dell is permitted to enter into a contingent fee arrangement with a Dell employee who neither exerts nor proposes to exert improper influence to solicit or obtain a government contract), you must consult with the [Legal Department](#) before entering into *any* contingent fee arrangement.

*References: FAR Subpart 3.4 - Contingent Fees  
FAR 52.203-5 - Covenant Against Contingent Fees*

### 8.3 Restrictions on Subcontractor Sales

Federal law may prohibit you from unreasonably precluding subcontractors from making direct sales to the government of any supplies or services. Dell is not, however, precluded from asserting rights that are otherwise authorized by law or regulation. You should consult the [Legal Department](#) before imposing on subcontractors any restrictions on selling directly to the government.

*References: Competition in Contracting Act (CICA) - (10 U.S.C. § 2305(b) & 41 U.S.C. § 253b(d), implemented at FAR Part 6)*

## 9.0 Safeguarding Information

You must safeguard Dell confidential and proprietary information. You also must protect sensitive information belonging to the government or third parties that you may gain through your work on a government contract. Additionally, we all have an obligation to protect classified information.

### 9.1 Confidential and Proprietary Information

One of our most important assets is our confidential information, which includes patents, trade secrets, copyrights, and other intellectual property that Dell has developed, licensed, or acquired. We also generate confidential and proprietary information in our day-to-day work for Dell and our customers, such as details on business transactions, financial data, projections, and plans. Confidential information also can include information belonging to or about customers, business associates, or other partners that Dell has received under obligations of confidentiality. We are all responsible for securing and safeguarding this information and protecting against its disclosure.

You may not disclose proprietary or confidential information to others within Dell who do not need to know the information to perform their jobs or to anyone outside the Company, without prior authorization. You also must not use such information for your personal or private benefit, or for the benefit of anyone else, during or after your employment with Dell.

Please refer to [Section 3.8 of the Code](#) for more information on your obligations with respect to guarding these important assets.

DSFG Employees should refer to QMSM 5.1.21 for further information.

### 9.2 Information Obtained During the Procurement Process

In the course of performing a government contract, you may receive access to non-public, sensitive information relating either to a competitor of Dell or the government's procurement decision. You must not improperly disclose such information.

You also must not improperly solicit competitor bid or proposal information or government source selection information. Contractor bid and proposal information consists of any information submitted to the government by a competitor in connection with a bid or proposal, such as proposals, cost or pricing information, technical solutions, or other proprietary information. Source selection information consists of non-public information that is prepared for use by a federal agency for the purpose of evaluating a bid or proposal and includes bid prices, proposed costs, source selection or evaluation plans, competitive range determinations, rankings, and evaluation reports. Any release of such information must occur (if at all) by the government and in accordance with established processes.

If a government contract authorizes you to access contractor bid and proposal information or source selection information, you must use such information only for authorized purposes. You also must safeguard this information from unauthorized disclosure.

If you receive bid and proposal or source selection information to which you should not have access, you must immediately take steps to limit further access to and dissemination of the information and report the issue to the Legal Department or the Global Ethics & Compliance Office.

If you do not know whether you should have access to particular information, contact the [Legal Department](#) or the [Global Ethics & Compliance Office](#).

DSFG Employees should refer to QMSM 5.1.21 for further information.

*References: Procurement Integrity Act (41 U.S.C. §423, implemented at FAR 3.104)*

### **9.3 Safeguarding U.S. classified information**

We must protect classified information. To that end, you must not accept or retain classified information for which you do not have the requisite security clearance. Employees with government security clearances who have access to classified information must safeguard that data according to government regulations, including applicable agency procedures. Prior to disclosing classified information, you must ensure that recipients have the proper security clearance and a "need to know."

DSFG Employees should refer to QMSM 5.1.21 for further information.

*References: National Industrial Security Program Operating Manual (NISPOM)*

## 10.0 Integrity of Labor Charges and Other Costs

Dell is committed to transparency and accuracy in every aspect of its billing and pricing. You must record your time and expenses accurately and promptly in accordance with Dell's procedures and generally accepted accounting practices. Knowingly mischarging your time or falsifying your time or expense records violates the Code and the law.

With respect to government contracts, you may bill the government only for costs properly chargeable to the involved government contract. You must take care to avoid mischarging of costs, including cross-charging of costs between contracts, or any other similar mischarging. If you work directly on government contracts or subcontracts, you must diligently record your time, correctly indicating hours worked, and the projects for which you performed the work. If you allocate costs to government contracts or subcontracts, you must identify any unallowable costs, paying special attention to rules related to alcohol, business meals, and entertainment.

The presentation of a false or fraudulent claim to any government client is illegal. In addition to termination, such conduct may subject you to criminal penalties.

DSFG Employees should refer to QMSM 5.1.21, QMSM 5.1.27, and QMSM 5.2.7 for further information.

*References: False Claims Act (FCA) (31 U.S.C. §§ 3729-3733)  
FAR Part 31 - Contract Cost Principles and Procedures*

## 11.0 Truth in Negotiations Act

Dell adheres to the provisions of the Truth in Negotiations Act and its supporting regulations (whenever applicable) in transactions involving the U.S. government. If you participate in the development of proposals submitted to the government or the negotiation of government contracts that are not excluded from Truth In Negotiation Act coverage under its commercial item exemptions, you must familiarize yourself with these provisions and ensure that cost and pricing data are current, accurate, complete, properly disclosed, documented and retained in appropriate files, when and as required.

DSFG Employees should refer to QMSM 5.1.21, QMSM 5.1.27, and QMSM 5.2.7 for further information.

*References: Truth in Negotiations Act (TINA) (10 U.S.C. 2306a and 41 U.S.C. Chapter 35)  
FAR Subpart 15.4 - Contract Pricing  
FAR 52.215-10 - Price Reduction for Defective Certified Cost or Pricing Data*

## 12.0 Avoiding Conflicts of Interest

### 12.1 Individual Conflicts of Interest

A conflict of interest occurs when an employee's private interests interfere—or appear to interfere—with the interests of Dell or its customers. You must avoid conflicts of interest and base your business decisions on Dell's needs and best industry practices, rather than on your personal interests or those of your families and friends. Please refer to [Section 3.2 of the Code](#) for further information on avoiding conflicts of interest, including those created by:

- (1) personal relationships,
- (2) outside employment, business ventures and investments,
- (3) outside board memberships and governance roles,
- (4) industry associations and advisory committees.

DSFG Employees should refer to QMSM 5.1.19 for further information.

### 12.2 Conflicts of Interest in Government Contracts

In addition to avoiding conflicts of interest where you have divided loyalties because your personal interests in a transaction or matter may affect the judgment you exercise on behalf of Dell or a customer, you also must avoid or mitigate (where approved) conflicts of interest that affect your ability, or the Company's ability, to act impartially and in the best interest of the government when performing under a government contract.

#### Personal Conflicts of Interest

A personal conflict of interest may exist where the government expects objective judgment from you and you have a financial interest, personal activity, or relationship that may impair your ability to act impartially and in the best interest of the government when exercising that judgment. The following interests may give rise to a personal conflict:

- (1) conflicting financial interests of you or close family or household members (including business ownership interests, stock holdings, real estate investments, etc.);
- (2) other employment or financial relationships (including job negotiations, consulting relationships, business referral relationships, research funding, etc.); and
- (3) gifts.

If you believe that you may have a personal conflict of interest with respect to your work on a government contract, you must notify the [Legal Department](#) or the [Global Ethics & Compliance Office](#).

*References: FAR Subpart 3.11 - Preventing Personal Conflicts of Interest for Contractor Employees Performing Acquisition Functions  
FAR Subpart 52.203-16 - Preventing Personal Conflicts of Interest*

## Organizational Conflicts of Interest

In addition to preventing personal conflicts of interest, we each must ensure that Dell does not have any actual or apparent organizational conflicts of interest in connection with Dell's performance of government contracts. An organizational conflict of interest may arise if Dell is unable or potentially unable to render impartial assistance, service or advice to the government because the objectivity of Dell or our employees is impaired or Dell has an *unfair* business advantage. These types of conflicts can arise if:

- (1) Dell or a Dell employee participates in the development of a statement of work for a procurement on which Dell intends to compete (and excluding circumstances in which the government seeks industry comment or participation);
- (2) a statement of work requires Dell or its partners to evaluate or assess work performed by Dell or its partners on a government contract; or
- (3) Dell gains access to non-public proprietary information from its performance of a government contract that may give Dell an unfair business advantage in another procurement (and excluding traditional incumbent advantages).

Organizational conflicts of interest can be difficult to identify. If you suspect a potential conflict of interest, you must notify the [Legal Department](#) or the [Global Ethics & Compliance Office](#) as soon as possible, as early identification is key to mitigating (where possible) the potentially harmful effects of organizational conflicts of interest.

*References: FAR Subpart 9.5– Organizational and Consultant Conflicts of Interest*

## 12.3 Hiring of Former Government Employees

"Revolving door" laws and regulations impose restrictions on government employees and companies in the private sector regarding the solicitation for employment and hiring of former government employees. Although Dell recognizes and values the highly-developed and often times unique skills held by government employees, Dell takes great care in the hiring process to ensure that the Company neither violates laws nor creates conflicts of interest. To that end, you must consult with the [Legal Department](#) or [the Global Ethics & Compliance Office](#) before responding to or initiating any contact with a current or former government employee concerning present or future employment opportunities at Dell.

DSFG Employees should refer to QMSM 5.1.25 for further information.

*References: Procurement Integrity Act (41 U.S.C. §423, implemented at FAR 3.104)*

## 13.0 Political Contributions and Activities, Including Lobbying

Dell respects the integrity of the political process and encourages team members to be responsible citizens who participate in civic and political activities, provided their activities are lawful and appropriate, and are conducted on their own time and at their own expense. Please refer to [Section 5.2 of the Code](#) for more information.

Dell's [Government Affairs](#) team coordinates Dell's activities with government officials and policy makers in compliance with applicable laws. Accordingly, you must not communicate with public officials regarding Dell-related policy matters or otherwise claim to represent Dell with policy makers except as authorized or directed by the Government Affairs team. Furthermore, use of federally appropriated funds to influence federal transactions such as the award of a federal contract, the making of a grant or loan, entering into any cooperative agreement, or extending, continuing, renewing, amending, or modifying any federal contract, grant, loan, or cooperative agreement, is strictly prohibited by law except under limited circumstances. If you believe that Dell is expending federally appropriated funds in support of such activities, you must immediately notify the [Legal Department](#) or the [Global Ethics & Compliance Office](#).

*References: FAR Subpart 3.8 - Limitation on the Payment of Funds to Influence Federal Transactions  
31 U.S.C. § 1352 - Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions  
FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions  
FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions*

## 14.0 Workplace Health and Safety

Dell is committed to ensuring your health and safety in the workplace and for ensuring that we conduct business in accordance with applicable health and safety requirements. Please refer to [Section 2.10 of the Code](#) for more information.

As part of that commitment, we want everyone to arrive at their destinations safely. You are therefore prohibited from text messaging while driving either Company-owned or -rented vehicles or Government-owned vehicles, or privately-owned vehicles when on official Dell business or when performing any work for or on behalf of the government.

*References: FAR Subpart 23.11 - Encouraging Contractor Policies to Ban Text Messaging While Driving  
FAR Part 52.223-18 - Encouraging Contractor Policies to Ban Text Messaging While Driving*

## 15.0 Combating Trafficking in Persons

Dell is committed to promoting and respecting human rights. We prohibit the use of child, compulsory, or forced labor and trafficking in persons for any purpose. You are also prohibited from procuring commercial sex acts during the period of performance of a government contract. We expect our suppliers to follow the same standards.

Please refer to [Section 5.9 of the Code](#) for further information.

*References: FAR Subpart 22.17 - Combating Trafficking in Persons  
FAR 52.222-50 - Combating Trafficking in Persons*

## 16.0 Avoiding Counterfeit Parts

The proliferation of counterfeit electronic and other parts is a significant issue for the contracting community. Dell is committed to eliminating counterfeit parts from our supply chain. Purchasing products from unauthorized sources undermines our commitment to the highest levels of quality and business integrity. We avoid introducing counterfeit parts into our supply chain through careful adherence to our rigorous supplier screening and purchasing procedures. If you are involved in purchasing parts on behalf of Dell, we expect you to comply at all times with these screening and purchasing procedures. We also expect our suppliers to implement and maintain robust policies and procedures to avoid procuring or otherwise introducing counterfeit parts into the Dell supply chain. To the extent that you have questions regarding our purchasing (and anti-counterfeit) procedures, you should notify the [Legal Department](#) or the [Global Ethics & Compliance Office](#).

*References: Section 818 of the FY2012 National Defense Authorization Act  
DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System*

## Annual Acknowledgement and Certification of Compliance with the Code of Conduct and its Addendum for Members of the Dell Government Contracts Team

This is to acknowledge that I have received and reviewed a copy of Dell's Code of Conduct, "How We Win," and its Addendum for Dell's Government Contracting Operations ("Addendum"). I agree to comply with the standards contained in the Code and its Addendum and all related policies and procedures as is required as part of my continued employment or association with Dell. I understand that each Dell employee, member of the Board of Directors, agent, consultant, or contract worker is responsible for knowing and adhering to the principles and standards of the Code and (if working on government contracts) its Addendum. I certify that to the best of my knowledge, I am in compliance with the Addendum. I further certify that I will continue to comply with the Code and its Addendum.

I acknowledge that the Code and its Addendum are not a contract of employment, and Dell may interpret, modify or rescind some or all of the Code and Addendum provisions, as well as related policies and standards, at any time.

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

Printed signature: \_\_\_\_\_

Signature: \_\_\_\_\_