



CARRIAGE SERVICES, INC.
SUPPLIER CODE OF CONDUCT
(Effective October 30, 2024)

Overview. At Carriage Services, Inc. (“Carriage”) our mission is to be the most ethical, professional, innovative, and highest quality funeral and cemetery services provider. We are committed to achieving our mission, in part, through upholding our shared values of trust, passion, partnership, and innovation. More specifically, we operate through a shared commitment and respect for our people, our communities, and the services we provide. As part of the relationships we build with our suppliers and vendors, we expect these partners to demonstrate the same level of commitment and respect.

Scope and Responsibilities. In alignment with Carriage’s mission and as a part of our commitment to respect our people, our communities, and the services we provide, the Carriage Supplier Code of Conduct (“Code”) has been developed to ensure that specific contractors, suppliers, and manufacturers meet Carriage’s fundamental expectations of doing business related to human rights, health & safety, labor, business integrity, ethical practices, and intellectual property management. These standards are guided by well-respected and recognized international standards, including but not limited to, those of the International Labour Organization Core Conventions, United Nations Universal Declaration of Human Rights, and industry best practices.

Application of the Code. Compliance with these standards is an expectation of doing business with Carriage. The Code defines the non-negotiable minimum standards that Carriage’s contractors, suppliers, and manufacturers and their sub-tier suppliers or subcontractors (each, a “Supplier”) are expected to respect and adhere to.

The standards of this Code are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a supplier and Carriage and/or its affiliates. The following seven categories encompass the Code. If any conflict exists between the Code and the terms and conditions of any contract, service agreement, or otherwise binding legal document between Carriage and Supplier, the terms and conditions of such legal document shall supersede.

Human Rights

Discrimination – Supplier should promote equal opportunities and shall not discriminate against any worker based on race, color, sex, sexual orientation, gender identification/expression, religion, national origin, citizenship status, age, physical or mental disability, veteran status, or any other legally protected status in accordance with applicable federal, state, and local laws.

Harassment & Abuse – Supplier shall maintain workplaces that are free from discrimination and physical and verbal harassment.

Health & Safety – Supplier must ensure that it has a safe and healthy work environment in compliance with all applicable laws and regulations related to workplace conditions.

Labor

Wages, Benefits, & Hours – Supplier must operate in full compliance with all applicable wages, work hours, vacation time, overtime, holidays, and benefits labor laws.

Child & Juvenile Labor – Supplier shall not use child labor in work that threatens his or her health, education, or development and prohibits the use of child labor, as defined by all applicable laws and international standards.

Human Trafficking – Supplier will conduct business with respect for and adherence to human rights, including ensuring that Supplier and its supply chain are free from actual or suspected forced labor and ensure that any officers, directors, employees, or subcontractors of Supplier refrain from actions or activities that may contribute to human rights violations, including human trafficking.

Forced Labor – Supplier must ensure that no forced labor, including bonded, indentured, and involuntary prison or slaved labor, is used.

Business Integrity/Ethics

Corruption & Bribery – Supplier must neither engage in nor tolerate association with any form of corruption, bribery, kickbacks, extortion, or embezzlement.

Conflict of Interest – Supplier will disclose to Carriage any actual and potential conflicts of interest that come up from business or personal relationships with Carriage's existing and potential business counterparties, customers, employees, or competitors.

Gifts, Entertainment, & Travel – Supplier will not offer to, provide to, or accept from Carriage employees, contractors, or business agents, extravagant or excessive gifts, entertainment, or travel of more than a Two Hundred Fifty (\$250) US dollars unless approved the Company.

Legal Compliance – Supplier is required to act in accordance with all applicable laws and regulations, along with any contractual obligations to Carriage and this Code. We understand that no Code of Conduct can cover all situations, and therefore, it is important to note that these requirements supplement rather than replace specific language found in our contracts or service agreements. In any situation where applicable law requires a higher standard, that law should supersede this Code, and in any situation where applicable law is less restrictive, this Code should prevail. Violations of this Code will result in appropriate actions taken by Carriage, including up to the potential for termination/discontinuance of business. Carriage will not tolerate any retaliation taken against any individual who has, in good faith reported misconduct or sought help regarding known or suspected violations of this Code or applicable law.

Fair Competition & Marketing – Supplier is required to comply with applicable antitrust and competition laws that prohibit agreements between competitors that affect prices, costs, terms, or conditions of sale.

Immigration Laws Compliance – Supplier must only engage workers who may lawfully work in the applicable jurisdiction.

Environment/Sustainability – Supplier must fully comply with all applicable environmental laws and regulations. Supplier is also challenged to use commercially reasonable efforts to conduct operations in a manner that is environmentally responsible, conserves natural resources, and minimizes pollution and harmful emissions.

Supplier Diversity/Inclusive Supply Chain – Supplier should foster an inclusive culture and environment while delivering their products and services, along with promoting supply chain inclusion throughout their own supply chains.

Financial Reporting – Supplier shall maintain accurate and transparent books, records, and documentation that accurately and completely reflect all transactions involving Carriage and, upon request, provide that information to Carriage, its auditors, advisors, and regulatory/government authorities.

Protection of Information

Confidentiality, Privacy and Security – Our Suppliers may be trusted with confidential information related to Carriage and/or our customers. Suppliers are expected to comply with all applicable contractual obligations, laws and regulations regarding confidentiality, privacy and security, trade secrets, along with Carriage’s privacy and security policies when personal information is collected, stored, processed, disclosed, transferred, and/or shared. Our Suppliers are expected to institute appropriate data and system protections to mitigate the risk of data damage and compromise by outside threat actors. In the event of a material breach of those defenses resulting in potential or actual damages, Supplier will promptly notify Carriage.

Audits & Assessments. Carriage reserves the right to audit compliance with this Code. Audits may include, for example, facility inspections and a review of Supplier records and business practices. Such audits may be conducted by Carriage or an appointed third party. If an audit identifies a violation of this Code, Supplier must act promptly to correct the situation to Carriage’s satisfaction, with a corrective action plan. Failure to correct compliance gaps may result in the termination/discontinuance of business.

Duty to Report. Supplier is directly responsible for compliance with this Code and is expected to promptly report to Carriage any suspected or actual violation of this Code. To report an actual or suspected violation of this Code, please contact Carriage’s General Counsel or make a report to legal@carriageservices.com.

Compliance Declaration

The undersigned authorized representative of Supplier hereby confirms on behalf of Supplier that:

- Supplier has received and reviewed the contents of this Code;
- Supplier is aware of all relevant laws and regulations of the countries in which it conducts business;
- Supplier will promptly report to Carriage any actual or suspected violations of this Code;
- Supplier will comply with all Code requirements without amendment; and
- Supplier agrees to abide by applicable Carriage policies, including but not limited to:
 - Code of Business Conduct and Ethics;
 - Harassment and Discrimination;
 - Weapons in the Workplace; and
 - Search, Inspection, and Investigation.

Supplier: _____

Supplier's Authorized Representative: _____

Title: _____

Signature: _____

Date: _____