A.P. Gilfoyle

Supplier Code of Conduct

A.P. Gilfoyle Investment Management LLC ("***AGIM***") works with suppliers who operate in a responsible and sustainable manner, consistent with AGIM's values and policies. This Supplier Code of Conduct (this "***Code***") sets out the requirements for AGIM's suppliers and their employees, personnel, agents, subcontractors, business partners and suppliers (each, a "***Supplier***"). In this Code, "***Workers***" means a Supplier's direct employees and all other types of workers, including temporary, migrant, student and contract workers.

Article I. General Requirements

Section 1.1. ***Compliance with this Code and the Law.*** Suppliers must comply with this Code and with all laws and regulations that apply in the countries where they operate. If a Supplier's contract with AGIM contains a provision that is more restrictive on the Supplier than the corresponding provision of this Code, the more restrictive provision prevails.

Section 1.2. ***Violations and Corrective Action.*** AGIM takes violations of this Code seriously. Suppliers must report any violation to AGIM promptly upon discovery and must correct any identified non-compliance in a timely manner. A failure to do so may result in AGIM suspending or ending its relationship with the Supplier.

Section 1.3. ***Review of this Code.*** AGIM reviews this Code periodically to confirm that it reflects current industry practices and legal requirements.

Article II. Modern Slavery, Labor and Human Rights

Section 2.1. ***Modern Slavery and Human Trafficking.*** AGIM requires lawful and ethical behavior from Suppliers and has zero tolerance for any form of modern slavery. Suppliers shall maintain a zero-tolerance policy that prohibits all forms of modern slavery and human trafficking within their business operations and supply chains. Suppliers shall comply with all applicable modern slavery and human trafficking laws, statutes, regulations and codes, and shall not engage in any activity, practice or conduct that would constitute an offense under any of them.

Section 2.2. ***Human Rights.*** Suppliers shall uphold the human rights of all Workers and treat them with dignity and respect, consistent with internationally recognized standards.

Article III. Health and Safety

Section 3.1. ***Working Conditions.*** Suppliers must meet all applicable legal requirements for working conditions. In addition, Suppliers must provide and maintain a safe and healthy work environment, including, for example, clean, well-lit and properly ventilated facilities and properly maintained equipment, and must integrate sound health and safety management practices into their business. Suppliers shall regularly monitor risks and hazards that may affect the health and safety of Workers, including risks associated with the structural integrity of facilities, fire, electrocution, and exposure to noise, dust and chemicals.

Section 3.2. ***AGIM Premises.*** Suppliers must also comply with all rules, security requirements and codes of conduct that AGIM sets for Suppliers while working or conducting operations on AGIM premises.

Article IV. Environmental

Section 4.1. ***Environmental Responsibility.*** Suppliers must identify and minimize the adverse effects of their operations on the community, the environment and natural resources, and must safeguard the health and safety of the public. Suppliers shall stay current with evolving industry standards and best practices and incorporate the environmental standards and guidelines relevant to their industry.

Article V. Ethics and Compliance

Suppliers shall commit to the highest standards of ethics in conducting all aspects of their business.

Section 5.1. ***Anti-Bribery and Anti-Corruption.*** AGIM prohibits bribery and corruption in all jurisdictions in which it operates and holds Suppliers to the same standard. Suppliers shall have a zero-tolerance policy for bribery and corruption in any form. Suppliers and anyone acting on their behalf must fully comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and all other anti-corruption laws that apply in the countries where the Supplier does business, each as amended from time to time. They may not promise, offer, give or accept any bribe or facilitation payment, to or from any government official or any other person, directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage.

Suppliers shall maintain policies and procedures reasonably designed to ensure compliance with these requirements.

Section 5.2. ***Gifts and Entertainment.*** Suppliers shall not give gifts, meals, entertainment or anything else of value to AGIM personnel, except as AGIM's gifts and entertainment policy permits.

Section 5.3. ***Excluded Jurisdictions.*** Suppliers shall not conduct activities in, or provide, receive or use any services, goods, products, staff or other resources to, from or through, Cuba, Iran, North Korea, or the areas within the sovereign territory of Ukraine that are not under the control of the Ukrainian government (each, an "***Excluded Jurisdiction***"). Suppliers shall not make payments to, or conduct any activity in connection with or for the benefit of, an Excluded Jurisdiction.

Section 5.4. ***Sanctions.*** Suppliers shall not provide, receive or use any services, goods, products, Workers or other resources:

(a) in, or for the benefit of, any country or region for which the United Nations, the United States, the European Union or the United Kingdom (each, a "***Sanctioning Authority***") maintains sanctions or export controls that prohibit all or substantially all shipment or provision of services, goods, technology or software (a "***Sanctioned Jurisdiction***");

(b) to, or for the benefit of, the government of an Excluded Jurisdiction or a Sanctioned Jurisdiction, or a person located in, ordinarily resident in or organized under the laws of an Excluded Jurisdiction or a Sanctioned Jurisdiction;

(c) involving or benefiting a government or person whose assets a Sanctioning Authority has blocked or frozen, or to which a Sanctioning Authority restricts the shipment or provision of services, goods, technology or software; or

(d) for any purpose that would be prohibited under the economic sanctions or export controls of any Sanctioning Authority, including purposes relating to nuclear, chemical or biological weapons proliferation, terrorism, corruption, undermining of democratic rights and government, money laundering, tax evasion, human rights violations or other similarly egregious activities.

If a Supplier becomes subject to any action of a Sanctioning Authority that blocks or otherwise prevents continuation of activity with AGIM, the Supplier must immediately notify AGIM in writing and cease all such activity.

Section 5.5. ***Money Laundering, Terrorist Financing, Fraud and Tax Evasion.*** AGIM has a zero-tolerance policy for money laundering, terrorist financing, and all forms of fraud and tax evasion, including their facilitation. Suppliers shall:

(a) not knowingly engage in, attempt to engage in or facilitate unlawful or illicit activity;

(b) where applicable, comply with their responsibilities under applicable anti-money laundering, counter-terrorist financing, fraud and tax evasion laws and regulations, and report to AGIM any matter they suspect to be related to money laundering, terrorist financing, fraud or tax evasion that could affect AGIM or the services the Supplier provides; and

(c) not deal with any individual or entity that appears on a designated terrorist list published by a relevant competent authority or government.

Section 5.6. ***Conflicts of Interest.*** Suppliers shall not allow bias, conflict of interest or inappropriate influence of others to override their professional judgment and responsibilities. Suppliers shall promptly notify AGIM of any actual or potential conflict of interest that could affect their work or relationship with AGIM, including any conflict involving AGIM personnel.

Section 5.7. ***Books and Records.*** Suppliers shall conduct all business activities and transactions transparently and shall accurately and fairly reflect them in their books and records.

Section 5.8. ***Intellectual Property.*** Suppliers shall respect intellectual property rights and safeguard information. Suppliers shall manage the transfer of technology and know-how in a manner that protects intellectual property rights.

Section 5.9. ***Confidentiality and Material Nonpublic Information.*** Suppliers shall keep confidential all non-public information they obtain about AGIM, its clients, investors, investments, personnel and operations, and shall use that information only to perform services for AGIM. Suppliers

shall not trade on, or share with others, material nonpublic information they obtain through their relationship with AGIM.

Section 5.10. ***Privacy and Information Security.*** Suppliers shall protect the personal data of everyone they do business with, including suppliers, customers, consumers and Workers, and must comply with all applicable legal and regulatory requirements for data privacy and data security. Suppliers must also comply with AGIM's information security requirements as communicated to them and, where applicable, with 28 C.F.R. Part 202, the U.S. Department of Justice final rule implementing Executive Order 14117.

Article VI. Audit, Training and Reporting

Section 6.1. ***Audit.*** AGIM or its designee may, on reasonable notice, during the term of the Supplier's relationship with AGIM and for five years afterward, audit, in person or otherwise:

(a) the Supplier's financial and other books, records, information and documentation relating to its relationship with AGIM; and

(b) documents sufficient to show the Supplier's compliance program, including its policies and procedures relating to ethics and compliance, its cash management practices, and its compliance with this Code.

Section 6.2. ***Training.*** Suppliers must provide reasonable training on this Code to all Workers performing services for, or on behalf of, AGIM. At AGIM's request, Suppliers shall also complete training on this Code provided by AGIM.

Section 6.3. ***Reporting and Non-Retaliation.*** Suppliers should report any concern about a potential or actual violation of this Code, AGIM policies or applicable law to AGIM's Chief Compliance Officer or through any other reporting channel AGIM makes available to Suppliers. AGIM strictly prohibits retaliation against anyone who makes a good-faith report of a potential or actual violation of this Code, AGIM policies or any applicable law or regulation related to AGIM's business.