

# Supplier Code of Conduct

March 2024

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## About this Code

Corporate integrity, responsible sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to Ebiquity plc and its subsidiaries (Ebiquity). These core principles are reflected in this Supplier Code of Conduct (Code), which establishes the minimum standards that must be met by any business or entity that supplies products or services to Ebiquity.

In this Code:

**Supplier:** means a company, partnership or individual that provides goods or services to Ebiquity.

**Associates:** means the Supplier's suppliers, agents and subcontractors who are involved in Ebiquity's supply chain.

## Who Must Comply with This Code?

The Supplier must comply with this Code and must ensure that its workers and Associates are aware of this Code and comply with it.

We do not ask Suppliers to comply with any standards, rules or regulations that Ebiquity does not adhere to itself and therefore Ebiquity plc and all its subsidiaries and affiliates worldwide must also comply with this Code, as applicable.

# 1. Standards of Compliance

- 1.1 In carrying out its agreement(s) with Ebiquity, the Supplier must comply with the standards set out in this Code and all applicable laws and regulations where it operates. The Supplier must also ensure that its own suppliers comply with all applicable laws and regulations and equivalent standards to those set out in this Code.
- 1.2 If there is a conflict between any applicable laws or regulations, the agreement between the parties, and this Code, the Supplier shall meet the most stringent standard.

# 2. Workforce Issues

- 2.1 **Slavery, Human Trafficking and Forced Labour.** The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour, or prison labour.
- 2.2 **Underage Workers.** The Supplier shall not use child labour at any stage during the provision of services or manufacturing of goods. "Child" means any person who is not over compulsory school the minimum legal age for employment in the relevant country.
- 2.3 **Human Rights.** The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force in any part of its supply chain.
- 2.4 **Equal Opportunities.** Ebiquity is an equal opportunity employer. The Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any employment practice on the basis of race, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.
- 2.5 **Freedom of Association and Collective Bargaining.** The Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.
- 2.6 **Working Environment.** The Supplier shall:
  - (a) provide a safe, healthy, and sanitary working environment and comply with all applicable health and safety laws and any other relevant laws where it operates; and
  - (b) not support or engage in, or require any hazardous labour to be performed by any person under the age of 18. Hazardous labour involves any work, that by its nature or the circumstances in which the work is undertaken, involves the substantial risk of harm to the safety or health of the worker if adequate protections are not taken.

- 2.7 **Wages and remuneration.** The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:
- (a) the minimum wage and benefits established by applicable law;
  - (b) collective agreements;
  - (c) industry standards; and
  - (d) an amount sufficient to cover basic living requirements.

### 3. Information Security and Data Protection

- 3.1 Without prejudice to the agreement(s) between Ebiquity and the Supplier, the Supplier shall have in place appropriate measures to:
- (a) protect the integrity and confidentiality of information (including information belonging to or supplied by Ebiquity) held on its systems (which include physical and online or electronic systems); and
  - (b) ensure that there is no unauthorised access of the information by third parties, including its Associates.
- 3.2 The Supplier shall comply with all data protection laws and requirements when processing any personal data on Ebiquity's behalf.

### 4. Environmental Responsibility

- 4.1 Ebiquity recognises that it has legal and regulatory responsibilities to help protect the environment whilst carrying out the actions it uses to achieve its business aims. We are committed to reducing our negative environmental impact and aim to continually improve our environmental performance as an integral part of our business strategy and operating methods, with regular review points. We expect our Suppliers to do the same. The Supplier shall ensure that:
- (a) its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and hazardous and toxic material handling;
  - (b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties; and
  - (c) it will only use packaging materials that comply with all applicable environmental laws and treaties.
- 4.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks. As a minimum, the system should include and address the following:
- (a) an assessment of the environmental impact of all historical, current and likely future operations;
  - (b) steps to continuously improve environmental performance, reduce pollution, emissions and waste;
  - (c) measures to reduce the use of all raw materials, energy and supplies; and

- (d) raising awareness and training employees in environmental matters.

## 5. Bribery and Corruption

5.1 The Supplier must maintain the highest ethical standards and shall comply with all applicable laws, statutes, codes, and regulations relating to the prevention of bribery and corruption. To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:

- (a) bribes, facilitation payments, kickbacks or illegal political contributions;
- (b) money, goods, services, gifts entertainment, employment, contracts or other things of value, in order to obtain or retain an advantage; and
- (c) any other unlawful or improper payments or benefits.

## 6. Unfair Business Practices

The Supplier shall comply with all applicable competition laws including but not limited to those relating to teaming and information sharing with competitors, price fixing, and rigging bids.

## Version control

<b>Code version</b>	<b>Date of revision and publication</b>
1.0	8 November 2023
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