



LEGAL NOTICE

Supplier Code of Conduct

The standards Assivo expects of the suppliers, vendors, contractors, and business partners that provide goods or services to it.

Issued by	Assivo, Inc.
Effective date	September 8, 2026
Last updated	September 8, 2026
Official publication	assivo.com/legal/supplier-code-of-conduct
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Article I. Purpose, Status, and Interpretation

Section 1.01 Purpose

This Supplier Code of Conduct (this "Code") describes the standards of conduct that Assivo, Inc. ("Assivo") expects of each Person that provides goods or services to any member of the Assivo Group, whether directly or as a subcontractor ("Supplier").

Section 1.02 Status of This Code

This Code is a statement of Assivo's expectations. It is not a contract, an offer, or a purchase commitment. It does not create any obligation on Assivo, any right of action for any Supplier or third party, or any duty of care owed by Assivo to any Person. A Supplier's obligations to Assivo, and Assivo's obligations to a Supplier, are solely those in the written agreement between them (the "Supplier Agreement"). Where this Code and a Supplier Agreement conflict, the Supplier Agreement governs. No Person is a third-party beneficiary of this Code.

Section 1.03 No Representation About Suppliers

Publication of this Code is not a representation by Assivo that any Supplier complies with it, that Assivo audits or monitors any Supplier, or that any particular supply-chain control exists. Assivo's expectations of Suppliers are not a warranty to Assivo's clients or to any other Person.

Section 1.04 Interpretation and Amendment

Assivo interprets and applies this Code in its sole discretion, may waive any provision in a particular case without waiving it generally, and may amend or withdraw this Code at any time without notice. The version published at the address shown on the cover of this document is the authoritative version, and any other copy is superseded by it.

Section 1.05 Definitions

- (a) **"Assivo Group"** means Assivo, Inc. together with its present and future parents, subsidiaries, affiliates, branches, and delivery entities in any jurisdiction, and their respective successors and assigns; and **"Assivo"** includes each member of the Assivo Group where the context permits.
- (b) **"Assivo Information"** means any non-public information of the Assivo Group or its clients that a Supplier receives or accesses in connection with a Supplier Agreement.
- (c) **"Government Official"** has the meaning given in Assivo's Code of Business Ethics.
- (d) **"Person"** means any individual or entity.
- (e) **"Personnel"** of a Supplier means its employees, contractors, agents, and subcontractors.

Article II. Compliance With Law

Suppliers are expected to comply with all laws, regulations, and permits applicable to their business and to the goods or services they provide, in every jurisdiction in which they operate, including laws on anti-corruption, competition, labor and employment, health and safety, environment, data protection, sanctions and export control, and tax, and to hold all licenses and registrations their business requires.

Article III. Business Integrity

Section 3.01 Anti-Corruption

Suppliers must not, directly or indirectly, offer, promise, give, request, or accept anything of value to or from any Person, including any Government Official, in connection with Assivo's business, to obtain or retain business or any improper advantage. Facilitation payments are not permitted.

Section 3.02 Gifts and Hospitality to Assivo Personnel

Suppliers must not offer Assivo personnel gifts, hospitality, travel, or other benefits beyond modest and customary business courtesies, and must never offer cash, cash equivalents, or anything intended to influence a decision.

Section 3.03 Conflicts of Interest

Suppliers are expected to disclose to Assivo any financial, family, or personal relationship between the Supplier or its Personnel and any Assivo personnel involved in the Supplier relationship.

Section 3.04 Fair Competition

Suppliers are expected to compete fairly and not to enter into any agreement or understanding with other suppliers regarding pricing, bids, or the allocation of customers in connection with Assivo's business.

Section 3.05 Accurate Records and Invoicing

Suppliers are expected to maintain accurate books and records relating to their dealings with Assivo, and to invoice Assivo accurately and only for goods and services actually provided in accordance with the Supplier Agreement.

Section 3.06 Sanctions and Trade

Suppliers must not be, and must not use in Assivo's business any Person that is, the target of United States or other applicable sanctions, and must comply with applicable export control and anti-boycott laws.

Article IV. Labor and Human Rights

Suppliers are expected to:

- (a) employ Personnel voluntarily, and not use forced, bonded, indentured, prison, or trafficked labor, nor retain Personnel's identity documents or charge Personnel recruitment fees;
- (b) not employ any Person below the legal minimum working age for the work performed, and comply with laws on young workers;
- (c) comply with applicable laws on wages, working hours, overtime, rest, leave, and benefits;
- (d) not discriminate unlawfully in recruitment or employment;
- (e) respect Personnel's lawful rights of association and collective bargaining;
- (f) maintain a workplace free from harassment, abuse, and unlawful discipline; and
- (g) provide a safe and healthy workplace in compliance with applicable law.

Article V. Environment

Suppliers are expected to comply with applicable environmental laws and permits, to manage waste, emissions, and hazardous materials responsibly, and to take reasonable steps to reduce the environmental impact of their operations.

Article VI. Information Security, Confidentiality, and Privacy

Section 6.01 Confidentiality

Suppliers must protect Assivo Information, use it only for the purpose for which it was provided, disclose it only to Personnel who need it and are bound by confidentiality obligations, and return or destroy it when the Supplier Agreement ends or Assivo requests.

Section 6.02 Security

Suppliers that access Assivo Information or Assivo or client systems are expected to maintain administrative, technical, and physical safeguards appropriate to the sensitivity of the information and consistent with the security terms of the Supplier Agreement, and to notify Assivo without undue delay, and in any event within the time the Supplier Agreement requires, of any actual or suspected security incident affecting Assivo Information.

Section 6.03 Privacy

Suppliers that process personal information on Assivo's behalf are expected to do so only on Assivo's documented instructions, in compliance with applicable data protection law and the data processing terms of the Supplier Agreement, and not to transfer it across borders except as those terms permit.

Section 6.04 Intellectual Property

Suppliers must respect the intellectual property rights of Assivo and of third parties, and must not use Assivo's name, marks, or materials except as the Supplier Agreement permits.

Article VII. Subcontractors and Supply Chain

Suppliers are expected to apply standards comparable to this Code to their own subcontractors and suppliers engaged in Assivo's business, and not to subcontract any part of the goods or services provided to Assivo except as the Supplier Agreement permits.

Article VIII. Cooperation and Verification

Suppliers are expected to respond to reasonable requests from Assivo for information about their compliance with this Code, and to cooperate with any assessment, audit, or certification that the Supplier Agreement provides for. Nothing in this Article obliges Assivo to conduct any assessment.

Article IX. Consequences

A Supplier's conduct inconsistent with this Code may be considered by Assivo in deciding whether to engage, continue, or end a Supplier relationship, and may constitute a breach of the Supplier Agreement where that agreement so provides. Assivo's remedies are those in the Supplier Agreement and at law, and nothing in this Code limits them.

Article X. Reporting

Suppliers and their Personnel may report concerns about conduct inconsistent with this Code, including conduct by Assivo personnel, to ethics@assivo.com. Assivo does not permit retaliation against any Person who reports in good faith. Assivo may investigate reports as it considers appropriate and has no obligation to report the outcome to the reporter.

Article XI. Contact

Assivo, Inc.

Attention: Vendor Management

444 West Lake Street, Suite 1700, Chicago, Illinois 60606

ethics@assivo.com

Outside Counsel

Legal inquiries concerning this Supplier Code of Conduct may be directed to Assivo's outside counsel. This does not replace any notice address specified in this document.

Ian J. Block

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Contacting counsel through this document does not create an attorney-client relationship between Neal, Gerber & Eisenberg LLP and the person making contact. Counsel represents Assivo, Inc. only. Routine inquiries may also be sent to hello@assivo.com.

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