



XR Supplier Code of Conduct

Last Review Date: July 24, 2025 (annual review)
Owner: Mick Hoogwoud
Approved by: Eric Rubenstein
Department/Scope: Global

Introduction

Welcome to the XR Supplier Code of Conduct (“Supplier Code”). This Supplier Code outlines the ethical standards and expectations we have for all our suppliers. By adhering to these guidelines, you help us ensure a responsible, ethical and sustainable supply chain. In the event of a conflict between the terms of this Supplier Code and the terms of your contract(s) with XR, any contractual terms will prevail. “Supplier” in this Supplier Code refers to the supplier or vendor providing services and/or goods to XR, and shall, where relevant, include all officers, employees, contractors, subcontractors and agents of Supplier. Supplier is required to hold its business partners and suppliers to standards that align with those outlined in this Supplier Code.

This Supplier Code supersedes and replaces any previous supplier code issued by XR. XR reserves the right to update or alter the requirements in this Supplier Code. Nothing contained in any documents issued by Supplier shall be deemed to modify or amend any part of this Supplier Code.

1. Ethical Conduct and Integrity

Supplier shall conduct its business with honesty, integrity, and fairness, both within its organization and externally, and ensure compliance with all applicable laws, regulations, and rules. Supplier will maintain all permits and licenses required for its business operations.

1.1 Anti-bribery

Supplier must adhere to local and international anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Any act of offering, promising, authorizing, giving, or accepting bribes for any form of undue or improper advantage is strictly prohibited. Supplier shall also refrain from engaging in any activities or relationships - personal, financial, or otherwise - that could create or appear to create a conflict of interest with its responsibilities to XR.

1.2 Non-discrimination and harassment

Supplier commits to non-discrimination in all aspects of its business, including but not limited to its employment decisions. Supplier will ensure equal opportunities regardless of race, color, religion, gender, sexual orientation, national origin, age, disability, or any other protected status under applicable law. Supplier shall maintain workplaces free from harassment.



2. Labor Compliance

2.1 Working hours and wages

Working hours within Supplier's organization (including overtime) shall not exceed the maximum set by local law. Workers shall be allowed at least one day off every seven days. Compensation paid to Supplier's employees and contractors shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed.

2.2 Anti-slavery

Supplier commits to complying with all applicable modern slavery laws, including but not limited to the UK Modern Slavery Act or equivalent legislation in relevant jurisdictions. Supplier shall ensure that slavery, forced labor, human trafficking, and child labor are not present in its operations or supply chain. Supplier shall conduct due diligence to assess and mitigate risks of modern slavery and human trafficking within its supply chain. This includes implementing policies and procedures to identify, prevent and address these risks effectively.

3. Health and Safety Standards

Supplier must have adequate policies in place to protect the health and safety of its employees, contractors, and any third parties or individuals. These policies should meet or exceed applicable legal requirements and industry standards. Additionally, if Supplier enters or works on XR premises, they agree to comply with XR's health and safety instructions at all times.

4. Information and Confidentiality

4.1 Communication

Effective communication is fundamental to our partnership with suppliers. We expect Supplier to maintain open and transparent communication with XR at all times. This includes promptly sharing information and feedback that may impact Supplier's services or our collaboration, and providing timely responses to inquiries, concerns, and issues raised by XR.

4.2 Confidentiality; Intellectual Property Rights

Supplier must respect the confidentiality of XR's information, including all proprietary information, trade secrets, and other data belonging to XR. Supplier will not publish or share externally any information regarding its engagement with XR without XR's prior approval. Within Supplier's organization, XR's confidential information may only be accessed and shared on a need-to-know basis. Supplier shall not misappropriate or infringe upon the trade information, trademarks, or copyrighted works of others, including XR.



4.3 Privacy and Security

Supplier agrees to handle personal data in accordance with applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR). Any personal data received from XR shall only be used for the purposes specified in your contract with XR and shall not be disclosed to third parties without prior written consent from XR or the relevant individuals. Where required under applicable law, XR and Supplier will enter into agreements governing the transfer and processing of personal data. Supplier will adhere to industry best practices regarding security and confidentiality, to protect XR's confidential information and any personal data. Any actual or suspected security or data breach involving XR data should be promptly reported to legal@extremereach.com and securitymanagementteam@extremereach.com.

5. Responsible sourcing

Supplier acknowledges the importance of environmental responsibility and commits to integrating sustainable practices into its operations. Supplier shall comply with all applicable environmental laws, and standards, striving to minimize its environmental impact. This includes, but is not limited to, reducing waste generation, conserving energy and water resources, and responsibly managing emissions and discharges.

Supplier shall implement measures to promote sustainability throughout its supply chain. This includes preferring suppliers who share our commitment to environmental stewardship and ethical practices. Supplier shall strive for continuous improvement in its environmental performance, setting measurable goals and targets to enhance sustainability practices. Supplier shall make reasonable efforts to support XR's sustainability objectives, including by providing requested emissions and environmental data necessary for our carbon footprint assessments.

6. Artificial intelligence

Suppliers may not use XR's confidential information, including information relating to our clients, payees, or business operations, for the purpose of training machine learning models or generating new material using artificial intelligence tools or systems, without XR's prior written approval following a formal review. This restriction applies regardless of whether the AI tools are proprietary or third-party. Any approved use must comply with applicable laws and XR's data protection standards.

7. Compliance

Supplier shall regularly monitor and evaluate its compliance with this Supplier Code. XR reserves the right to audit Supplier's compliance with this Supplier Code.

Unless prohibited under applicable law, Supplier has the obligation to promptly report to XR any information or allegation it receives related to a violation of this Supplier Code. Supplier must also promptly inform XR if it becomes aware that of any claim or complaint against XR. All reports to XR should be made to: legal@extremereach.com. Upon issuance, Supplier shall provide applicable attestations, certifications, audit reports and bridge letters to securitymanagementteam@extremereach.com.



Supplier acknowledges that compliance with this Supplier Code is fundamental to our business relationship. In the event of a breach of any principles outlined in this Supplier Code, XR reserves the right to terminate, without liability, any agreements between XR and Supplier. Termination of agreements under these circumstances shall be at our discretion and without prejudice to any rights or remedies available to XR under law or contract.