

Supply Chain Code of Conduct

Yondr, including each of its divisions, business units, affiliates and subsidiaries, (collectively, “Yondr”) is firmly committed to conducting business with the highest integrity and in compliance with the letter and spirit of the law. As an industry leader and a responsible business, Yondr seeks to use its position to promote the highest standards for ethics and business conduct wherever Yondr operates. As a supplier of products and/or services to Yondr, your company (“Supplier”) is critical to Yondr’s success, and in order for Yondr to provide superior services in a responsible manner, Yondr requires Supplier to comply with this Supplier Code of Conduct (this “Code”).

This Code sets forth Yondr’s fundamental ethical and business conduct requirements for its suppliers. This Code is not intended to be an exhaustive list of all requirements to be followed by Supplier, but is intended to be a high level overview of such requirements. All references in this Code to “Laws” means all applicable laws, regulations, directives, rules, decrees, and governmental orders.

Supplier is responsible for ensuring that their directors, officers, employees, agents, representatives, suppliers, subcontractors, and other business partners understand, and comply with the requirements set forth in this Code. Supplier will promptly notify Yondr in writing of any known or suspected violation of this Code.

Supplier must cooperate with law enforcement authorities to address any such instances that come to the attention of their organisation

1. Speak Up

Yondr encourages Supplier to raise any genuine concerns about (a suspicion of) behaviour that is not in line with this Code. Supplier has a duty to report any actual or suspected unethical or illegal conduct to Yondr, either through the process outlined in Yondr’s Speak Up Policy or by informing our Supply Chain Team (see page 6 for contact details). Please note that our Speak Up Policy provides for anonymous reporting. Furthermore, suppliers should ensure that their employees feel safe to raise any concerns on unethical and or illegal conduct through a speak up process, without the fear of retaliation.

2. Non Disclosure Agreement

Supplier shall sign an NDA with Yondr and must fully comply with it. If Supplier suspects a breach from a member of their organisation they must inform Yondr’s Supply Chain Team (see page 6 for contact details) who will adhere to Yondr’s internal confidentiality procedures.

3. Anti-bribery/Corruption

Supplier must compete strictly on the basis of the merits of their products and services. Supplier must never offer, promise, authorize, or provide, directly or indirectly, anything of value (including, without limitation, business gifts or courtesies) with the intent or effect of inducing anyone (including, without limitation, a Yondr customer, Yondr employee, or higher tier or sub-tier supplier) to forego their duties and provide unfair business advantage to Yondr, Supplier, or others. Accordingly, Supplier will, and will cause its employees, representatives, and subcontractors to, comply with all applicable laws and regulations on anti-corruption in all of the countries in which any affiliated business or associate of the Supplier provides products or services, directly or indirectly, and any other countries in which Supplier conducts business.

4. Gifts and Gratuities

Supplier shall not give to or receive from any director, employee, or representative of Yondr any gift, entertainment, or other favor of material value, or any commission, fee, or rebate, with the intent or effect of inducing anyone to forego their duties and provide unfair business advantage to Yondr, Supplier, or others.

5. Unfair Business Practices

Supplier must not engage in any illegal anti-competitive conduct or deceptive trade practice for any reason whatsoever, whether on behalf of Yondr, Supplier, or others. Accordingly, Supplier must never rig bids, fix prices, or provide or exchange customers, Yondr's, Supplier's, or others' competitively sensitive information (including, without limitation, price, cost, and technical data) with Yondr's competitors or competitors of Supplier.

Supplier must also refrain from abusing their market power, whether for their benefit or for the benefit of others, by refusing to deal fairly, engaging in predatory or discriminatory pricing practices, conditioning the sale or provision of a particular product or service with that of another product or service, or undertaking similar abusive tactics. Supplier must not engage in other deceptive or unfair market practices, whether on behalf of Yondr, Supplier, or others. Further, Supplier must never make any misrepresentations relating to the products or services of Yondr, Supplier or others. Similarly, Supplier must never denigrate Yondr's competitors or Supplier's competitors, or their products or services.

6. Data Privacy and Information Security

Supplier must follow all applicable data protection, privacy and information security laws in the countries in which it operates and be committed to respecting and protecting the privacy of individuals (including, without limitation, a Yondr customer, Yondr employee or other supplier). Supplier may only collect personal data for business related purposes in connection with the specific services being provided to Yondr. Supplier shall retain personal data only for as long as necessary to fulfill the business related purposes in connection with the services being provided to Yondr. Supplier may disclose personal data to third parties only as necessary to provide services to Yondr or as may be required by applicable laws and Supplier shall take all appropriate actions to ensure that a third party protects personal data that Yondr discloses to it. Supplier shall collect, use, maintain, disclose (internally and externally), and destroy personal

data in a manner that limits the risk of loss, theft, misuse, or unauthorized access. Supplier shall dispose of personal information upon the completion of services to Yondr or when no longer needed for the business related purposes.

7. Conflict of Interest

Supplier must avoid all conflicts of interest or situations giving the appearance of a conflict of interest when doing business with Yondr. Supplier must promptly report to Yondr any instances involving actual or apparent conflicts of interest between Supplier's interest and those of Yondr, such as a direct personal or financial interest in a business decision or vendor selection.

Likewise, Supplier shall not, without prior written notification thereof to Yondr, enter into any business relationship with any director, employee, or representative of Yondr that may create a conflict with their fiduciary obligations with, or the interests of, Yondr.

8. Labour and Human Rights

Yondr is committed to respecting international human rights standards, as defined by the UN Guiding Principles on Business and Human Rights which include the UN Declaration of Human Rights and the International Labour Organisation Declaration on Fundamental Principles and Rights at Work. All suppliers of Yondr are expected to comply with this approach which applies to all workers including, without limitation, temporary, migrant, student, contract, direct employees, and any other type of worker of the supplier. We expect all suppliers to periodically review where their activities could negatively impact human rights, identify preventative, mitigating strategies and strive towards best practice. Supplier is responsible for conducting due diligence against their supply chain to ensure resilience against the risk of human rights abuses, this is laid out in further detail in individual supplier contracts.

Yondr is committed to complying with all applicable national and local laws, rules, and regulations in the jurisdictions that we operate within, as are our suppliers. Where there is a conflict between domestic law and international human rights standards, our suppliers must undertake comprehensive human rights due diligence to identify actual or potential human rights impacts; and actions to address these impacts. The supplier must strive to identify and adopt a suitable approach, or combination of approaches, by which they can honour the principles of internationally recognised human rights whilst adhering to domestic legal requirements.

7.1. Modern-Day Slavery & Child Labour

Supplier must cooperate with any modern-day slavery and/or child labour site assessments undertaken by external consultants appointed by Yondr and must deliver all recommendations and actions raised within the timescales set by Yondr. Supplier must conduct training around modern-day slavery and child labour if requested to by Yondr.

7.1.1. Modern Slavery

Yondr has a zero-tolerance approach to all forms of modern-day slavery (as defined in our Labour and Human Rights Policy). Supplier will respect the free choice of all persons and strictly prohibit modern-day slavery in all forms and must hold their suppliers to the same standard. Supplier will not do business with, tolerate, or associate with organizations or entities that

condone or are engaged in the practice of modern-day slavery. Supplier must adhere to the Employer Pays Principle, ensuring that no worker should pay for a job.

7.1.2. Child Labour

Yondr has a zero-tolerance policy to all forms of child labour (Yondr refers to child labour as defined by the International Labour Organisation's definition of child labour).

- / Supplier must ensure no person will be employed at any age younger than 16, or younger than the national age of completing compulsory education (whichever is older).
- / Yondr supports the development of legitimate workplace apprenticeship/ traineeship programs for people over the age of 16. In this case, suppliers must comply with all laws and regulations applicable to such apprenticeship programs.
- / Yondr supports short-term unpaid work experience opportunities for young people, provided the supplier has approved the activity by the young person's school and legal guardian(s).
- / Supplier must ensure any person employed below the age of 18 must not work more than 8 hours a day or 40 hours per week or at night between 10pm and 6am.
- / Supplier must ensure no person under the age of 18 will be employed to conduct hazardous work, for example, (including, but not limited to) working from heights, unguarded or moving machinery, or where there is a high risk of electrical hazards.
- / Supplier must observe all legal requirements for the work of authorised minors, particularly those relating to hours of work, wages, minimum education, and working conditions.
- / Supplier must hold their own suppliers to these requirements.

9. Safe and Secure Workplace

Supplier will be dedicated to providing a safe and secure workplace for all of its employees, and prevent accidents to employees, customers, and visitors. Supplier's leadership will ensure compliance with this commitment in every location and facility in which Supplier operates.

10. Working Hours and Wages

Supplier will comply with all applicable laws dealing with the wages. Supplier pays its employees and the hours they work. As appropriate, Supplier's policy will be further defined at the regional and country level to prevent the exploitation of the local workforce. Supplier will be committed to being an ethical employer that strives to improve labor standards, respects its employees' contributions, and rewards them fairly.

11. Freedom Against Prejudice and Discrimination

Supplier will strive to maintain an inclusive workplace free of harassment and discrimination based on a person's status such as race, color, religion, national origin, gender, sexual orientation, gender identity, age, disability, veteran or military status or other characteristics protected by Law. Supplier will ensure that it has requisite policies and practices in place to foster a harassment and retaliation free environment.

12. Freedom of Association

Suppliers will respect the rights of employees and comply with all applicable laws concerning freedom of association and collective bargaining.

13. Health & Safety

Supplier must comply with all health, safety, and security Laws of the jurisdictions in which it does business and limit worker exposure to potential safety hazards (including, without limitation, electrical sources, fire, heat, vehicles, and fall hazards) through proper design, engineering and administrative controls, preventive maintenance and safe work procedures. When necessary to safely perform a job, Supplier will provide workers at no cost and as appropriate the proper personal protective equipment and ensure proper maintenance of the equipment. Supplier employees must be free to raise safety concerns without fear of retaliation in any form. Supplier will record, track and report all occupational injuries and illnesses as required by applicable Laws and in a manner which will: (i) encourage worker reporting of job related injuries; (ii) classify and record cases of injury and work related illness; (iii) provide necessary medical treatment; and (iv) investigate and implement corrective actions to eliminate their causes

14. Environment and Sustainability

Supplier recognizes that adverse effects on the community, environment and natural resources must be minimized to reduce impacts on the environment and safeguard the health and safety of the public. To achieve this objective, Supplier shall observe and comply with all applicable environmental Laws, including, without limitation, those which relate to (i) obtaining and maintaining required environmental permits, approvals and registrations, as well as complying with applicable operational and reporting requirements; (ii) the handling, removal, transportation and disposal of hazardous materials used by Supplier; and (iii) monitoring, controlling, treating and sanitizing air emissions, waste water and solid wastes. Supplier will seek opportunities that promote the efficient use of resources and energy, as well as lowering carbon emissions from products, materials and activities. Supplier will provide data and information related to environmental and sustainability performance where applicable. on request.

15. Yondr Compliance Verification

Yondr does not assume any duty to monitor or ensure compliance with this Code. Supplier acknowledges and agrees that Supplier is solely responsible for full compliance with this Code by Supplier's directors, officers, employees, representatives, suppliers, contractors, and other business partners. Supplier will nonetheless permit Yondr and/or its representatives to assess Supplier's compliance with the expectations set forth in this Code when rendering services or furnishing products for Yondr. Such assessments may include, without limitation, on-site inspection of Supplier facilities and review of related Supplier information, including books, records, certifications, permits, and other documentation evidencing Supplier's compliance with this Code. Supplier will also fully cooperate with Yondr in such assessments, and Supplier will promptly correct any non-conformances identified during such assessments.

In the event that this Code conflicts with the terms of any Supplier contract with Yondr, and the contract term is more restrictive than this Code, the Supplier must comply with the more restrictive term of the contract.

For questions or concerns about this Code, including its application to specific circumstances in connection with your organization's performance of work for Yondr, or to report any suspected violations of this Code, please contact;

Yondr's Supply Chain Team

support@yondrconnect.com