

## Supplier Code of Conduct

Cox Enterprises, Inc. and its Affiliates (collectively “Cox”) are committed to honesty, integrity, and fair dealings in all of our business operations; it is the foundation of our success. Cox values your business and trusts that your company shares our commitment to doing business right. We expect our agents, contractors, suppliers, and consultants (“Vendors”) to adopt their own, comparable ethical principles and by executing any contract or performing any work or services for Cox, you, as our Vendor, agree and acknowledge that as our Vendor, you shall perform to the highest level of business and professional ethics, and adhere to the following guidelines for ethical and social responsibility conduct. These requirements are in addition to any requirements and obligations in any contract between Vendor and Cox (the “Agreement”), and the Vendor’s own code of business conduct.

- Compliance with Laws; Antitrust and Fair Competition. Vendor shall comply with all applicable laws governing Vendor’s products, services, work, and/or business, including, without limitation, compliance with any Antitrust and state uniform pricing laws, or any other anti-competition laws. Cox requires its Vendors to uphold fair business standards in advertising, sales, and competition. To the extent a Vendor obtains written approval from Cox to engage in any advertising, marketing, or promotional activities that reference or implicate Cox, its name, logo, or service in any manner, such materials must be truthful and accurate, with clear and conspicuous disclosures of the material terms and limitations of advertised offers.
- Conflicts of Interest. Vendor shall avoid any activity or appearance of impropriety, employment, or acceptance of any contribution, if it would reasonably appear that such activity, employment, interest or contribution could compromise Vendor’s professional judgment or prevent or materially impair the Vendor from serving the best interests of Cox.
- Lobbying. Vendor shall not engage in lobbying or other similar representative efforts on Cox’s behalf or make statements to the press about or on behalf of Cox, unless expressly authorized in writing by Cox.
- Financial Integrity. Vendor shall provide and maintain honest and accurate reports and records regarding its financial and other performance on behalf of Cox, including without limitation, any invoicing, billing practices, charges, and accounting in connection with Vendor’s performance of any contracts, including government contracts, or in the provision of services or supplies to Cox.
- Proprietary and Confidential Information. Vendor shall take all actions and steps necessary to protect and safeguard the property (both tangible and intangible) and information of Cox and Cox’s customers that might be shared with Vendor in accordance with our Agreement. Insider trading and/or the use of non-public information is strictly prohibited. Vendor shall comply with all applicable privacy, data protection, and information security laws and associated regulations as well as with Cox’s policies with respect to same. As to all Vendor products and services provided to Cox, Vendor shall only use and/or provide artificial intelligence (AI) or generative AI (GenAI) responsibly, with due care, and with industry best practices focused on promoting safe, secure, and trustworthy AI. Vendor’s use or provision of AI must comply with all laws, including, but not limited to, all applicable privacy laws, and shall not infringe upon rights, including, but not limited to, intellectual property rights.
- Labor and Human Rights. Cox is committed to conducting business in a way that respects human rights and the dignity of people. We prohibit the employment of underage children or forced labor, as well as any form of physical punishment or abuse. Specifically, Vendor shall perform its obligations under the Agreement in accordance with all applicable laws related to anti-human trafficking, forced labor, prison labor, and child labor, and modern slavery (collectively, “forced labor”). Vendor specifically commits that any products sold to Cox are not and will not be made (or use material or components that were mined or made) with forced labor or in China’s Xinjiang Uyghur Autonomous Region. Vendor shall also comply with the applicable minimum age standard for employment or labor in each applicable jurisdiction. Vendor shall not exceed prevailing local work hours and shall appropriately compensate overtime.
- Work Environment. Harassment or discrimination toward an individual because of race, color, religion, sex, pregnancy, national origin, age, veteran status, disability, genetic information, sexual orientation, gender identity/expression, or any other protected status is unacceptable in Cox’s work environment. Vendor shall provide for a safe and professional environment which promotes the values of teamwork, diversity, and trust.
- Gifts to Foreign Officials. US companies and their employees and agents doing business outside of the US must comply with the provisions of the UK Bribery Act and Foreign Corrupt Practices Act (FCPA).
- US DOJ Bulk Data Rule. Vendor shall comply with the US DOJ Bulk Data Rule (28 C.F.R. Part 202) and attests it is not a “covered person” or “country of concern,” as such terms are defined by the Bulk Data Rule. To the extent that Vendor supplies contract labor, it attests it will not staff a covered person on any Cox matters involving bulk U.S. sensitive personal data, each as defined by the Bulk Data Rule.
- Health and Safety. Vendor shall comply with all applicable health and safety laws and regulations and to applicable industry codes. Vendor must have a program and mechanics to enforce and monitor compliance with health and safety requirements, including at least the following elements: Occupational Safety, Emergency Preparedness, and Occupational Injury and Illness,

- Overseas Activities. U.S. companies and their employees and agents doing business outside of the U.S. must comply with all U.S. and local standards and customs, including import, export, and reexport controls regulations, as well as applicable embargoes, sanctions, anti-boycott laws, and any laws restricting transactions with specific foreign entities, persons or countries (often referred to as denied, debarred, and/or restricted parties). This includes, but is not limited to, laws such as the U.S. Export Administration Act, the Export Administration Regulations, the Foreign Corrupt Practices Act (FCPA), and related international laws such as the provisions of the UK Bribery Act and the French Sapin II Law.
- Sustainability. Cox is committed to conducting business in an environmentally sustainable manner and seeks to implement measures to reduce the environmental impact of our operations. Therefore, Cox encourages Vendors to partner with us to promote environmental sustainability. Vendors are required to assist us in reducing our environmental footprint, conducting its business in an environmentally responsible way, and offering environmentally responsible products and services. Vendor shall comply with the following requirements:
  - Environmental Permits and Reporting. Vendor shall obtain and keep current all required environmental permits, approvals, and registrations, and follow all operational and reporting requirements required by law.
  - Resource Efficiency and Clean Energy. Throughout their operations, Vendor shall work to use cleaner sources of energy and reduce consumption of resources, including raw materials, energy, and water. Vendor shall seek to minimize energy consumption and greenhouse gas emissions and track and document those efforts and results.
  - Hazardous and Restricted Substances. Where applicable, Vendor shall identify and manage chemicals and other materials that pose a hazard to the environment, to ensure their safe handling, use, storage, and disposal. As required by law, Vendor shall identify, monitor, control, treat, and reduce any hazardous air emissions, wastewater, and waste generated from its operations. Vendor shall adhere to Cox's on-site requirements restricting use of specific substances, including labeling for recycling or disposal.
  - Waste Mitigation - Wastewater, Solid Waste and Stormwater Management. Vendor shall work to reduce or eliminate waste of all types. Where waste cannot be eliminated, Vendor shall manage and control all waste streams to comply with applicable laws and regulations, and in an environmentally responsible and secure way; this includes, but is not limited to, preventing illegal discharges and spills from entering storm drains, and treating as required prior to discharge or disposal of all wastewater and solid waste from operations, industrial processes, and sanitation facilities.
- Compliance Management: Vendor shall establish responsible supply chains in all respects, including ensuring only legally allowed components and materials in products delivered to Cox and appropriate treatment of people that create, produce, or deliver Vendor's goods and services. Vendor shall not directly or indirectly provide any material or service from a country, person, or entity that is subject to U.S. or other applicable law that restricts transactions with specific foreign entities, persons, or countries and Vendor specifically recognizes that it may not in any way provide to Cox, "covered telecommunications equipment or services" (as that phrase is defined in FAR 52.204-25 and the FCC's Covered List (available at <https://www.fcc.gov/supplychain/coveredlist>)) as a substantial or essential component, or as critical technology or any equipment, system, or service. Prohibited telecommunications equipment or services includes equipment, products, or services produced by the entities listed in the same FAR provision, the FCC's Covered List, or as further defined in other regulations. Vendor shall immediately notify the Cox Ethics Team at the addresses below in writing in the event Vendor discovers any violation or potential violation of this paragraph, including, but not limited to, any prohibited telecommunications equipment or services are provided to Cox.

Cox may terminate the parties' Agreement without penalty if Vendor fails to comply with any of the obligations in this Supplier Code of Conduct.

If you have any questions or concerns about Cox's business conduct policies, please contact the Cox Ethics Team at either of the following:

[ethics@coxinc.com](mailto:ethics@coxinc.com)

or

Chief Compliance Officer  
6205 Peachtree Dunwoody  
Atlanta, GA 30329

Vendor shall report any illegal or unethical misconduct to Cox's Ethics Hotline at <http://coxethicshotline.ethicspoint.com/>. Reports can be submitted anonymously without fear of retaliation by Cox.