Supplier Code of Conduct

Effective Date: October 20, 2026

Introduction

This Supplier Code of Conduct (the "**Code**") is issued on behalf of **Revalize, Inc.** and its affiliates (collectively, the "**Revalize Group**"). References to "Revalize," "we," "us," or "our" in this Code refer to the applicable Revalize Group entity engaging a particular Supplier.

The Revalize Group is committed to the highest standards of ethics, integrity, and compliance. This Code sets forth the minimum standards of conduct expected of all suppliers, contractors, subcontractors, external partners, and vendors, including their respective employees, officers, directors, and authorized representatives (collectively, "**Suppliers**" or individually, a "**Supplier**") engaged to provide services to the Revalize Group and/or its clients (the "**Services**").

Suppliers are required to cascade the principles of this Code to their own suppliers, contractors, partners, and vendors that are involved in the Services or that have access to confidential information of the Revalize Group or its clients, including personal data.

By entering into any agreement with the Revalize Group or by providing Services to the Revalize Group, the Supplier acknowledges and agrees to comply with this Code throughout its operations and supply chain.

1. Commitment to Ethics and Compliance

This Code sets forth the minimum standards of business conduct that we expect from all of our Suppliers:

1.1. Compliance with Laws

Suppliers shall must comply fully with all laws and regulations, including but not limited to employment and nondiscrimination laws, child labor laws, health and safety laws, human rights laws, antitrust and competition laws, economic sanctions, export and trade control laws, data protection laws, and environmental laws.

1.2. Anti-Bribery and Anti-Corruption

Suppliers must fully comply with all applicable anti-bribery and anti-corruption laws (e.g. UK Anti Bribery Act, US Foreign Corrupt Practices Act, and any other applicable laws) and enact adequate policies and procedures to ensure compliance with these laws.

Supplier must not, whether directly or indirectly, offer or accept any gift that is intended to gain an improper influence or business advantage or that could be perceived as an attempt to obtain preferential treatment. Gifts include anything of value (e.g., a benefit, fees, commissions, cash, services, or inducements).

1.3. Tax Evasion, Money Laundering, and Fraud

Suppliers must comply with all applicable laws and international standards relating to tax evasion, fraud, and anti-money laundering. Suppliers must maintain a zero-tolerance policy for the criminal facilitation of tax evasion and must not engage in, or knowingly facilitate, tax evasion by any third party in any jurisdiction. Suppliers must have appropriate processes in place to identify, monitor, and address unusual or suspicious activities.

1.4. Conflict of Interest

The selection of Suppliers is based on the quality of their services and their business integrity. Revalize holds its employees to high ethical standards and requires them to avoid engaging in any activity that involves even the

appearance of impropriety or conflict of interest. Suppliers must not ask or encourage Revalize employees to violate the provisions of integrity at Revalize. Suppliers must avoid situations, activities, and relationships that may result in an inappropriate conflict or the appearance of a conflict with Revalize's interests. Suppliers must notify Revalize if there is an actual or potential conflict of interest with Revalize or any of its employees. While it is not possible to list every conceivable conflict of interest, a Supplier must disclose to Revalize if the Supplier (or someone employed by the Supplier) is employed by or has a significant financial interest in Revalize, or if the Supplier (or someone employed by the Supplier) has a family member who is employed by or has a significant financial interest in Revalize. Suppliers that are aware of a conflict of interest or concerned that a conflict might develop are required to promptly notify Revalize Group at legal@revalizesoftware.com.

1.5. Diversity, Equity, and Inclusion

Suppliers must not discriminate against any employee, applicant, or contractual counterparty on the basis of race, ethnicity, national origin, disability, religion, age, sex, gender identity or expression, sexual orientation, marital or civil partnership status, or any other protected characteristic under applicable law.

Suppliers are expected to maintain effective non-discrimination and anti-harassment policies. The Revalize Group encourages Suppliers to promote diversity and inclusion within their organizations, including through training and development initiatives.

Suppliers are also expected to use best efforts to engage diverse businesses in connection with the Services and to comply with applicable regulatory and local diversity program requirements.

1.6. Modern Slavery

Revalize is committed to protecting and promoting human rights wherever it does business. Revalize expects Suppliers to (a) support internationally recognized human rights and treat their own employees fairly, with dignity and respect, (b) comply with all applicable laws and regulations regarding health and safety in the workplace, wages, and benefits, and (c) work toward the eradication of human trafficking and slavery and the elimination of child labor in their operations and in their supply chains. In addition, Revalize expects Suppliers to support fair labor practices, including the freedom to associate, freely chosen employment, and to create a work environment that is free from harassment and discrimination. Suppliers must comply with all relevant slavery and human trafficking laws in the countries in which they do business. Revalize may require additional written certification of compliance with these laws from Suppliers. Revalize Suppliers must use reasonable measures to ensure that they do not use minerals from conflict regions.

1.7. Confidentiality

Suppliers must protect all technical, customer, and business information, including all tangible or intangible, oral, written, visual, electronic, proprietary, or confidential information received from or relating to the Revalize Group or its clients ("**Confidential Information**").

Suppliers may use Confidential Information solely for the purpose of performing the Services, must not disclose Confidential Information to any third party except as permitted in writing by the Revalize Group, and must implement appropriate administrative, technical, and physical safeguards to protect Confidential Information. At a minimum, Suppliers must implement the following safeguards:

- access controls based on the principle of least privilege,
- safeguards to prevent unauthorized access and malicious activity, including anti-malware protections
- logging, monitoring, and analysis capabilities designed to detect potential security incidents,
- vulnerability management and timely patching processes, and
- documented incident response procedures.

Suppliers must promptly notify the Revalize Group at **legal@revalizesoftware.com** of any actual or suspected breach of confidentiality.

1.8. Personal Data and Privacy

Suppliers must comply with all applicable data protection and privacy laws. In providing the Services, Revalize Group may directly or indirectly disclose personal data to Suppliers (the "Personal Data"). Suppliers must:

- collect, use, process, store, transfer, and disclose Personal Data only as permitted by Revalize Group or otherwise agreed in writing,
- retain Personal Data only as long as reasonably necessary to satisfy the purpose for which it was disclosed or as long as legally required,
- comply with applicable cross-border transfer requirements,
- assist Revalize in responding to data subject rights requests, where applicable,
- obtain and carry insurance (from a reputable insurance carrier) to cover any violation of applicable data protection and privacy laws,
- implement technical, administrative, and physical safeguards that are consistent with industry best practices to protect Personal Data from theft, fraud, improper access disclosure, and misuse, and
- promptly notify Revalize Group of any unauthorized access, disclosure or breach involving Personal Data.

1.9. Environmental Sustainability

Revalize Group recognizes the importance of protecting the natural environment and its shared responsibility in addressing the critical environmental issues facing the planet. Suppliers are encouraged to notify Revalize Group about products or services that might help Revalize Group reduce its environmental impact. Suppliers are encouraged to track and report on their annual greenhouse gas (GHG) emissions and energy consumption. Suppliers are also encouraged to use best efforts to reduce their GHG emissions and energy consumption, and set GHG emission reduction targets validated by the Science Based Target initiative (SBTi). Revalize Group reserves the right to request information from its Suppliers regarding their own environmental practices.

1.10. **Export Controls**

Suppliers must comply with all U.S. and local export, re-export, and economic sanctions laws and regulations, restrictions reflected in relevant Revalize licenses, agreements, or program materials, and any other trade compliance restrictions applicable to Revalize-provided products and services, regardless of whether the product or service is Revalize-branded. Suppliers must not—directly or indirectly—export, reexport, or transfer Revalize products, or make Revalize products or services available, to restricted destinations, to restricted end users, or for restricted end uses without first obtaining all approvals or licenses required under U.S. or other applicable laws and regulations. In addition, Suppliers must not provide or facilitate the submission of misleading or inaccurate information concerning end destinations, end users, and potential end uses of Revalize products, and they must promptly notify Revalize if they learn a product or service has been made available to someone who is ineligible to receive it under applicable law. Suppliers are responsible for understanding how the export control laws and regulations apply and for monitoring changes to them.

1.11. **Artificial Intelligence (AI)**

Suppliers that develop, provide, or use artificial intelligence, machine learning, generative AI, or automated decision-making systems in connection with services provided to Revalize must do so responsibly, securely, and in compliance with applicable laws. Suppliers must implement appropriate governance, security, and human oversight controls, remain accountable for all AI-generated outputs, and ensure such outputs are reviewed for accuracy and appropriateness before use. Suppliers shall not use Revalize's confidential information, personal data, customer data, proprietary information, or source code to train, fine-tune, or improve any AI model without Revalize's prior written consent. Suppliers must promptly notify Revalize of any AI-related security incident, data breach, regulatory investigation, or material issue affecting services provided to Revalize and shall cooperate with reasonable requests to demonstrate compliance with these requirements

2. Compliance with this Code

2.1. Reporting Violations

Suppliers are required to promptly report violations of this Code or other Revalize Group policies to Revalize Group's Legal Team. To report a violation of this Code, please email legal@revalizesoftware.com. Supplier shall not retaliate or take disciplinary action against any individual who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code.

2.2. Revalize Group's Rights

In the event of non-compliance with or violations of this Code, Revalize Group may give the Supplier a reasonable opportunity to respond with proposed corrective actions, unless the violation is severe, incurable, or there is a violation of law. In such cases, Revalize Group reserves the right to suspend or terminate its relationship with a Supplier and/or disclose the matter to the appropriate authorities if there is a violation of law.

3. Order of Precedence and Revisions to the Code

This Code does not supersede any applicable law or provision of any agreement between Revalize Group and Supplier. In the event that any local law or regulation is more restrictive than this Code, local law or regulation shall govern. Revalize Group reserves the right to update or revise this Code at any time.

4. Monitoring

The Revalize Group may conduct periodic or annual compliance assessments or surveys to confirm adherence to this Code. Suppliers are expected to monitor compliance within their operations and provide supporting evidence upon request.