



Supplier Code of Conduct

This Supplier Code of Conduct (this “Code”) applies to all suppliers of products, services, and technology (“Suppliers”) to the Safe Fleet enterprise (“Safe Fleet,” “we” or “our”).

While Safe Fleet understands that, in general, suppliers may operate in diverse legal and cultural environments, subject to a variety of local norms and customs, we as a company expect our suppliers to meet certain minimum behavioral standards and requirements, as set out in this Code. These standards and requirements are consistent with those which Safe Fleet applies to its own businesses.

GENERAL EXPECTATION

Our Suppliers must act ethically and comply with all applicable laws, rules, regulations and Safe Fleet policies at all times.

BRIBES AND OTHER IMPROPER PAYMENTS

Our Suppliers must never directly or indirectly offer, solicit, accept, promise, make, or provide any bribe, kickback, or other improper payment or other item of value in connection with any matter involving or relating to Safe Fleet or any product, service, or technology provided to Safe Fleet.

PERSONAL FAVORS, LOANS, GIFTS, AND OTHER BENEFITS

Our Suppliers must not directly or indirectly offer, make, or provide any personal favor, loan, gift, or other benefit to any Safe Fleet director, officer, or employee (or any of their respective spouses or other close family members) other than a casual favor or reasonable entertainment or non-money gift of nominal value that could not reasonably be expected to influence decisions related to the Supplier or its products, services, or technology or otherwise give rise to a conflict of interest with Safe Fleet.

ARRANGEMENTS AND RELATIONSHIPS

Our Suppliers must not have any direct or indirect ownership, employment, consulting, financial, or other arrangement or relationship with any Safe Fleet director, officer, or employee (or any of their respective spouses or other close family members) that could potentially influence decisions related to the Supplier or its products, services, or technology or otherwise give rise to a conflict of interest with Safe Fleet, unless such arrangement or relationship has been fully disclosed to Safe Fleet and approved by its Chief Legal Officer and/or Chief Financial Officer.

EXPORT AND IMPORT OF PRODUCTS, SERVICES, AND TECHNOLOGY

Our Suppliers must comply at all times with all applicable export and import laws, rules, and regulations in connection with any matter involving or relating to Safe Fleet or any



product, service, or technology provided to Safe Fleet, including all applicable export controls, trade sanctions, and anti-boycott regulations.

CONTROLLED PRODUCTS, SERVICES, AND TECHNOLOGY

Our Suppliers must not provide Safe Fleet with any product, service, or technology that they know or suspect (or have reason to suspect) to be subject to export controls or licensing requirements or other similar controls or requirements (such as, for example, ITAR-controlled or EAR-controlled (licensable) product) without giving Safe Fleet reasonable advance written notice of same.

CURRENCY CONTROLS AND MONEY LAUNDERING

Our Suppliers at all times must comply with all applicable currency controls and must not directly or indirectly participate in or cooperate with any money laundering scheme in connection with any matter involving or relating to Safe Fleet or any product, service, or technology provided to Safe Fleet.

ORIGIN AND SOURCE

Safe Fleet expects our Suppliers to make all inquiries and conduct all due diligence necessary to provide Safe Fleet with the origin and source of the products, services, and technologies supplied to Safe Fleet and the materials, components, and parts contained, included, or used in same.

Our Suppliers must not provide Safe Fleet with any products, services, or technologies product that they know or suspect (or have reason to suspect) to (1) be produced or provided using forced or child labor as described below, (2) be counterfeit, (3) be of an origin other than that specified for same, or (4) contain, include, or utilize any material, component, or part that they know or suspect (or have reason to suspect) to be counterfeit or of an origin other than that specified for same.

CONFIDENTIAL INFORMATION

Safe Fleet expects our Suppliers at all times to take reasonable precautions to preserve and protect proprietary, confidential, and other non-public information and not to make or permit any unauthorized disclosure or use of any such information that they may receive or obtain or to which they may be granted access in connection with their relationships with Safe Fleet, whether such information relates to Safe Fleet, any of its customers or its other Suppliers, or any other third parties, regardless of the context.

PERSONAL DATA AND OTHER PRIVATE INFORMATION

Our Suppliers must comply at all times with all applicable laws, rules, and regulations relating to the collection, storage, processing, transfer, disclosure, and use of personal data and other private information in connection with any matter involving or relating to Safe Fleet or any product, service, or technology provided to Safe Fleet.



INTELLECTUAL PROPERTY

Our Suppliers at all times will honor and respect the proprietary designs, specifications, and drawings, patents, trade secrets, and other intellectual property rights (collectively, "IP") of Safe Fleet and applicable third parties and will not make or permit any unauthorized use of any of the same that they may receive or obtain or be licensed or otherwise be permitted to use in connection with their relationships with Safe Fleet, whether such IP belongs to Safe Fleet, any of its customers or its other Suppliers, or any other third parties.

DISCRIMINATION AND EQUAL OPPORTUNITY

Our Suppliers at all times must comply with all applicable laws, rules, and regulations concerning discrimination and equal opportunity in hiring and employment practices, including laws prohibiting discrimination based on race, religion, gender, age, sexual orientation, or disability.

ANTI-HARASSMENT

Our Suppliers at all times must (1) treat their employees and contractors with dignity and respect, (2) not subject them to any type of corporal punishment or physical, sexual, psychological, or verbal harassment or abuse, and (3) comply with all applicable laws, rules, and regulations that allow employees or contractors to anonymously report their concerns about harassment.

FORCED AND CHILD LABOR

Our Suppliers must never (1) participate in human trafficking or use forced, involuntary, child, or slave labor or (2) obtain products, materials, technology, or services from sources which engage in human trafficking or any type of labor practice that does not comply with all applicable labor laws, rules, and regulations in the locations in which our Suppliers and their sources operate.

CONFLICT MINERALS

Our Suppliers at all times must comply with Safe Fleet's [Conflict Minerals Policy](#) and respond to Safe Fleet's reasonable country of origin inquiries and requests with respect to products supplied to Safe Fleet.

WAGES AND WORKING HOURS

Our Suppliers at all times must comply with all applicable laws, rules, and regulations regarding wages and working hours, including those relating to time off and overtime pay, in all locations in which they operate.



ENVIRONMENT

Our Suppliers at all times must (1) comply with all applicable environmental laws, rules, and regulations and otherwise strive to improve their environmental conservation efforts in the conduct of their operations and (2) upon our request, certify to such compliance and make information available to us about any restricted or regulated substances in products supplied to Safe Fleet.

HEALTH AND SAFETY

Our Suppliers at all times must comply with all applicable health and safety laws, rules, and regulations and provide a healthy and safe working environment that promotes accident prevention and minimizes exposure to health and safety risks.

CODE IMPLEMENTATION AND ENFORCEMENT

Safe Fleet expects each of our Suppliers to implement and enforce (1) policies, processes, and procedures within its own organization that enable it to comply with this Code and (2) a code of conduct with respect to its own suppliers consistent with this Code.

Any known or suspected violation of this Code must be reported to Safe Fleet immediately upon discovery. Each of our Suppliers must allow its employees and contractors to report violations of this Code to Safe Fleet without threat of retaliation or punishment.

Safe Fleet shall have the right to require each of its Suppliers to (1) confirm and certify its acceptance of and compliance with this Code and (2) permit Safe Fleet to audit such Supplier's compliance with this Code.

If a Supplier fails to comply with this Code in any material respect, Safe Fleet shall have the right to wholly or partially suspend or terminate its relationship with such Supplier and any or all outstanding purchase orders, contracts, and agreements with such Supplier without penalty, liability, or obligation.

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Code last updated on May 10, 2022