



Ethics and Business Conduct Policy for e2open Suppliers

E2open, LLC and its affiliates, including E2open Parent Holdings, Inc. (“e2open”) require that you comply with this policy and all laws and regulations applicable to your business, wherever conducted. This policy applies to you, the company signing this policy, and to all your employees and those that provide services to you (either “Supplier” or “you”). As a supplier, you must ensure that the practices and principles outlined in this policy are flowed down throughout your own supply chain. Where local laws are less restrictive than this policy, you must comply with the policy, even if your conduct would otherwise be legal.

Anti-Corruption, Export Control and Sanctions Compliance. You must not make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, or any company director, officer, employee, or agent of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper advantage. You must adhere to applicable directives, regulations, and all anti-corruption and anti-bribery laws, inclusive of the U.S. Foreign Corrupt Practices Act and similar conventions that govern operations in the countries in which they operate. You must avoid facilitation payments and work toward eliminating them. You must comply with all national and international foreign trade control laws pertaining to business transactions with countries, companies and persons (sanctions), and the transfer of goods and services, software or technology between countries (export controls).

Accurate Records. You must create accurate records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. Records should be retained based on the applicable retention requirements. You must accurately document all transactions related to your contracts with e2open and prevent side agreements, whether oral or written.

Gifts/Business Courtesies. You must use discretion and care to ensure that expenditures on e2open personnel or representatives are reasonable and in the ordinary and proper course of business and could not reasonably be construed as bribes or improper inducement or otherwise violate applicable laws and/or regulations. Business courtesies offered should not be construed by a reasonable person as intending to influence the judgment of the recipient so as to gain improper advantage. You must ensure that acceptance of any business courtesies, gifts, or entertainment is proper and could not reasonably be construed as an attempt by the offering party to secure favorable treatment or otherwise violate applicable laws and/or regulations.

Antitrust And Competition Laws. You must comply with all antitrust or competition laws. Unfair methods of competition and deceptive practices are also prohibited. Examples of these include making false or misleading representations about your products or services, making product or service claims without facts to substantiate them. You must not fix prices or rig bids with your competitors, not exchange current, recent, or future pricing information with competitors, and must refrain from participating in a cartel.

Intellectual Property and Obligations of Confidentiality. You are responsible for protecting e2open’s intellectual property rights. You must respect the intellectual property of e2open and not use e2open’s technology or reproduce copyrighted software, documentation, or other materials without written permission. In the course of working with or for e2open, you must not use proprietary information, technology or copyrighted software, documentation, or other materials of third parties without authorization. You must safeguard confidential information by not transferring, publishing, using, or disclosing it other than for the business purpose for which it was provided or with the written permission of the owner.

Data Privacy. You must observe applicable data privacy laws and standards. Materials that contain confidential information or that are protected by privacy standards should be stored securely and shared only internally with those employees with a need to know. For example, confidential information may include, but is not limited to: source code, software, and other inventions or developments (regardless of the stage of development) developed or licensed by or for e2open, marketing and sales plans, competitive analyses, product development plans, non-public pricing, potential contracts or acquisitions, business and financial plans or forecasts, internal business processes and practices, and prospect, customer, and employee information. You are required to protect confidential information (which includes “personal information”) to which you have access in connection with your services to e2open.

Conflicts of Interest. E2open wants its Supplier’s loyalty to be free from any conflicts of interest. Conflict of interest means any circumstance that could cast doubt on your ability to act with total objectivity with regard to e2open’s interests. Conflict of interest situations may arise in many ways. If you feel that you have an actual or potential conflict with e2open or any of its employees, you must report all pertinent details to e2open.



Business And Employment Relationships. E2open affirms the principle of equal employment and business opportunities without regard to discrimination, including but not limited to: race, religion, national origin, color, gender, gender identity, age, disability, pregnancy, marital status, national origin/ancestry, military status, sexual orientation or any other characteristic protected by applicable local laws, regulations, and ordinances. E2open prohibits discrimination and harassment in any form, and e2open expects that you provide a work environment free from harassment. We require that you practice and promote a work environment free from harassment, as appropriate under local laws. You must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate.

Human Rights and Fair Labor Practices. E2open is committed to respecting human rights. Our commitment includes identifying, preventing and mitigating any adverse human rights impacts of our activities where possible. We expect you to (i) fully comply with all employment laws, (ii) provide a safe workspace and equal opportunity in the workplace, (iii) take effective measures to remedy any adverse human rights and fair labor impacts, and (iv) share the same respect for human rights, including those principles recognized in international human rights standards such as the Universal Declaration of Human Rights (UDHR). Your approach to human rights should be consistent with the UN Guiding Principles on Business and Human Rights. You must comply with all applicable legal requirements related to human rights. In aiding e2open in its commitment to respect human rights, Supplier agrees to:

- Prohibit the use of child labor and not employ anyone under the applicable legal minimum working age for employment,
- Prohibit human trafficking and the use of forced or slave labor,
- Prohibit the use of harsh or inhumane treatment, including but not limited to violence of any type, threats, sexual abuse, verbal abuse, intimidation tactics, bullying, or public shaming.
- Provide a work environment that minimizes health and safety hazards, is clean and safe, and employ sufficient emergency and safety measures in accordance with industry-specific standards.

Environmental Protection and Compliance. E2open has made a commitment to protecting and improving the environment through its connected technologies and sustainable practices. We expect Suppliers to share in this commitment by:

- Complying with all applicable environmental laws and regulations,
- Acquiring and maintaining all required environmental permits, regulatory approvals, and registrations which are applicable to the Supplier,
- Preventing incidents or conditions that might result in a violation of law or otherwise endanger the environment, and
- Utilizing practical efforts and best practices to minimize pollution, mitigate climate change, and promote sustainability by minimizing the use of energy, water, and raw materials where possible.

Insider Trading. You and your personnel must not use any material or non publicly disclosed information obtained in the course of their business relationship with e2open as the basis for trading or for enabling others to trade in the stock or securities of any company.

Reporting. You must report to e2open any conduct, including conduct of any e2open employee, that you believe in good faith to be an actual, apparent, or potential violation of this policy. Reports will be handled as confidentially as possible. To report an incident, you may contact your local e2open legal counsel at legal@e2open.com, utilize our hotline at 833.310.0020 (US and Canada), or email reports to reports@lighthouse-services.com. You are entitled to protection from retaliation for having made a report or disclosing information relating to a report in good faith.

Non-compliance Consequences. E2open relies on your commitment to comply with this policy in selecting you as a supplier and continuing to engage you as a supplier. Any failure to comply with this policy is a material breach of any contract you have with e2open. E2open may conduct periodic audits to verify your compliance with this policy and you will fully cooperate with any audit requests.

Company Name: _____

Signature: _____

Date: _____

Name _____

Title _____