



Supplier Code of Conduct

Policy Owner Tom Dailey (Chief Compliance Officer)

Effective Date October 3, 2022

1 Applicability

This Supplier Code of Conduct (“Supplier Code”) applies to all Brightspeed suppliers and sets out our expectations for the agents, consultants, contractors, distributors, manufacturers, suppliers, and other business partners, as well as their respective employees, agents, and representatives (collectively “Suppliers”) who do work on our behalf. The Supplier Code also highlights the important attributes that we embrace regarding our commitment to integrity, values, and compliance with the law, which we expect our Suppliers to follow and embrace as well.

While we recognize that different legal and cultural environments may at times exist in other parts of the world in which our Suppliers operate, we nonetheless expect our Suppliers to comply with the fundamental principles described in this Supplier Code, to always act with integrity, and to comply with applicable laws and regulations.

This Supplier Code contains general rules applicable to all Brightspeed Suppliers but is not meant to supersede more specific provisions in a particular contract. To the extent there is any inconsistency between this Supplier Code and any applicable contractual provision, the terms of the contract will control unless inconsistent with applicable law.

Suppliers should take appropriate steps to communicate and ensure this Supplier Code is understood by all their employees, agents, subcontractors, and representatives doing business with or on behalf of Brightspeed.

Definitions

Term	Definition
Government Official	Someone who holds an office or position within an organization or government and participates in the exercise of authority. These individuals can be involved in public administration or government through various means, including election, appointment, or employment.

2 Topics

2.1 Rules for Conducting Business

2.1.1 Accuracy of Business Records

Suppliers must record and report information accurately and honestly. All financial books, records and accounts relating to Brightspeed business must accurately reflect transactions, payments, and events, and must conform to generally accepted accounting principles, applicable internal controls or policies, and applicable laws. All business records must be accurate, complete, filed in a timely fashion, and must conform to all other requirements as defined by written contract. Accordingly, we expect and insist that Suppliers provide Brightspeed with accurate and complete billing information concerning all transactions with the Company.

2.1.2 Anti-Corruption

Brightspeed prohibits bribery in any form in all aspects of our business and we expect the same from our Suppliers. As such, all Suppliers acting on behalf of Brightspeed must comply with all applicable anti-corruption and anti-bribery laws.

This means, among other things, that Brightspeed Suppliers may never under any circumstances offer or provide a bribe to any government official or representative of a commercial or private entity, whether in cash or any other form and whether paid directly or indirectly through an intermediary. For the same reasons, Suppliers are also prohibited from accepting a bribe in any form, directly or indirectly. For further guidance on Brightspeed's expectations in this area, please see [Brightspeed's Anti-Corruption Policy](#).

2.1.3 Government Officials and Public Employees

Suppliers must not offer anything of value or make any improper payments to a government official for the purpose of obtaining or retaining business or to otherwise obtain an unfair advantage on behalf of Brightspeed. Where a company is partially or wholly owned by a

government entity, any representative of that company is considered a “government official for the purposes of this policy.”

When representing or performing work for Brightspeed, our policy prohibits Suppliers from:

- Providing any business courtesy or anything of value to any employee, official, agent or representative of any government, wherever located, without prior written approval from Brightspeed’s Ethics and Compliance Office; or
- Making facilitation payments while doing business with or on behalf of Brightspeed.

2.1.4 Exchange of Business Courtesies

Brightspeed expects its Suppliers to follow all applicable laws and Brightspeed policies regarding the exchange of business courtesies, such as meals, gifts, or entertainment, when working with or representing Brightspeed. Suppliers must never offer any courtesies with the intent to improperly influence any person’s business judgment or that might create the appearance of undue influence. Suppliers should keep the following in mind:

- Ordinary business courtesies that are reasonable in value, infrequent and related to a legitimate business purpose are generally acceptable, but Suppliers must avoid offering Brightspeed employees travel, frequent meals, or expensive gifts or entertainment.
- Gifts of cash or cash equivalents, such as gift cards to a Brightspeed employee or a third-party recipient on behalf of Brightspeed are not permitted in any amount.
- Suppliers should never offer a business courtesy to a Brightspeed employee involved in making or influencing a purchasing decision, such as a Request for Proposal or Request for Information.

2.1.5 Conflicts of Interest

Brightspeed awards business on the basis of several objective factors, including product or service requirements, cost, project management resources, and supplier experience and record of performance.

Suppliers must disclose to the Brightspeed Ethics and Compliance Office any known family or close personal relationships with Brightspeed employees who have any influence over or involvement in the Supplier’s business dealings with Brightspeed or who may otherwise be in a position to create a conflict of interest.

Suppliers must not have any financial, employment, contracting, consulting or other business relationship with a Brightspeed employee, unless disclosed to and pre-approved in writing by the Brightspeed Corporate Ethics and Compliance Office.

2.1.6 Conflict Minerals

Suppliers must take reasonable steps to ensure that any tantalum, tin, tungsten, or gold in products they manufacture or source do not directly or indirectly benefit armed groups that commit human rights abuses in or near the Democratic Republic of Congo.

2.1.7 Fair Competition

Suppliers and their employees and representatives who are engaged in or seek to obtain Brightspeed business must comply with all applicable laws and regulations regarding fair competition and antitrust, including laws applicable to marketing and pricing.

Suppliers must not misrepresent the products and services of Brightspeed or its competitors. They must also avoid agreements – formal or otherwise – with their competitors to restrain trade, such as agreements to fix prices, rig bids, divide territories or markets or otherwise limit the sale of our services or products.

2.1.8 Interaction with Regulatory and other Government Agencies

Brightspeed expects Suppliers to be truthful in all communications with regulatory agency representatives and government officials relating to Brightspeed business. Suppliers must comply with all applicable laws and regulations, including those regarding government ethics, contact with or employment of current or former government officials, lobbying, and the handling of confidential, classified, and other sensitive government information. Suppliers must provide services and/or products that meet or exceed applicable government environmental, quality, and safety standards.

Suppliers are prohibited from contacting federal, state, or local legislative or regulatory officials or their staffs on Brightspeed's behalf or making a political contribution on Brightspeed's behalf absent prior written approval from Brightspeed's VP of Public Policy and Government Affairs.

2.1.9 Communication with the Media

Brightspeed has designated spokespersons authorized to communicate with the media and the investment community on behalf of Brightspeed. Suppliers must obtain express prior written approval from Brightspeed's Chief Communications Officer prior to engaging in any communication with the media on behalf of or regarding Brightspeed, or using Brightspeed's name and/or logo in any marketing, promotional, or other public material.

2.1.10 Company Assets and Resources

Brightspeed's property and resources are highly valuable. Suppliers are responsible for safeguarding Brightspeed property in their possession and control, and for using such resources only for legitimate business purposes consistent with the interests of Brightspeed and its commercial relationship with the Company.

Any Brightspeed Supplier must:

- Acquire assets for Brightspeed in compliance with applicable Brightspeed policies and procedures, avoiding any real or apparent conflict of interest
- Use Brightspeed assets only for legal and ethical activities and only for the purpose intended by the Company (personal use of Company assets is prohibited)
- Never use Brightspeed computer or network assets to access, distribute, store,

- or otherwise use illegal content or copyrighted material
- Protect Brightspeed assets from damage, waste, loss, misuse, or theft, and only use Brightspeed assets after appropriate training, and
- Not use the Brightspeed name or trademarks in publicity, advertising, or for any other purpose without prior written approval from Brightspeed's Chief Communications Officer

When using Brightspeed property or resources, including computers, internet access, e-mail, or voicemail, Suppliers and Supplier representatives should not expect that the information they access, send, or receive is private. Where permitted by and consistent with law, Brightspeed reserves the right to monitor the use of its network, assets, and other resources and to block or filter information to protect its resources, employees or customers, and the confidentiality of information; to improve efficiency, collaboration, and similar business purposes; and to comply with Brightspeed policies.

2.2 Brightspeed Premises Security Rules

If a Supplier performs work or requires access to Brightspeed premises, Supplier representatives must comply with all required security measures and requests, including the following:

- Accessing only authorized areas
- Allowing searches of vehicles, bags, briefcases, and purses taken onto Company premises
- Complying with applicable metal detection screening and visitor log rules
- Presenting and wearing Brightspeed or government-issued identification photo/access card on or above the waist and visible at all times while on the property
- Promptly reporting known security violations, lost or missing access cards or keys, or any case of property loss or damage
- All applicable Brightspeed security guidelines and procedures

2.2.1 Protecting Confidential Information

Suppliers must protect Brightspeed confidential information in accordance with applicable law, including information about Brightspeed customers, employees, operations, finances, and business plans, and information stored or processed by its customers using its services ("Brightspeed Confidential Information"). Suppliers who have been given access to confidential information as part of the business relationship must not share this information and must adhere to all contractual provisions governing its use and protection.

Suppliers must put measures in place to protect against unauthorized collection, use, access to, disclosure, damage to or loss of Brightspeed's confidential information and must ensure that it is stored and transmitted in electronic format securely. Suppliers must only use Brightspeed's confidential information for the purposes provided for in the Supplier contract and must not make any independent use of it, commercial or otherwise. Brightspeed confidential information can be shared within a Supplier's company only on a need-to-know basis and only if sufficient safeguards are taken to insure that the information is treated appropriately and in accordance with the terms of the Supplier's contract with Brightspeed.

2.2.2 Information Security

Brightspeed administers an information security program, supports practices that meet recognized industry standards for information protection and expects Suppliers to do the same. Suppliers with access to Brightspeed confidential information must comply with all laws and meet the highest industry standards applicable to such data.

Suppliers that store and/or process Brightspeed customer payment card data must protect that payment card information per the Payment Card Industry Data Security Standard published by PCI Security Standards Council, Inc. Suppliers that store, transmit or process Brightspeed customer financial account information (e.g., bank account or credit union account information) must protect that information in accordance with the National Automated Clearing House Association's NACHA/ACH Rules and Operating Guidelines and other applicable laws.

No later than 24 hours after discovery, Suppliers must report any known or suspected data breach or unauthorized access, use, misuse, disclosure, destruction, theft, vandalism, modification, loss, or transfer of Brightspeed confidential information to the Brightspeed [Ethics and Compliance Helpline](#) and to their commercial contact at Brightspeed. Suppliers must also agree to provide Brightspeed with the ability to review Supplier information security practices upon reasonable request.

3 Intellectual Property

3.1 Suppliers must respect and never infringe upon the intellectual property (IP) rights of Brightspeed or any third party and must abide by the specific IP-related terms and conditions in the Supplier's contract with Brightspeed. Examples of IP include (without limitation) copyrights, inventions, patents, plans, research, software, strategies, trade names, trademarks, and trade secrets.

3.2 Employment Practices and Human Rights

Suppliers are expected to uphold the human rights of workers by treating them with dignity and respect. Accordingly, all Suppliers are expected to adhere to the following standards.

3.2.1 Diversity and Inclusion; Non-Discrimination

Brightspeed is committed to fostering a diverse, equitable, and inclusive work environment and expects that our Suppliers are also committed to diversity, equity and inclusion. Brightspeed does not tolerate any conduct by Supplier employees or representatives that is inconsistent with a respectful and inclusive workplace while working on behalf of Brightspeed.

Brightspeed does not tolerate discrimination, harassment, or retaliation in any form, and

expects Suppliers to share this commitment.

Suppliers must provide equal employment opportunities to all and maintain a workplace free from abuse, illegal discrimination, harassment, and retaliation. Suppliers must not discriminate in screening, hiring, or employment practices based on race, color, age, sex, gender, gender identity or expression, gender characteristic or information, sexual orientation, ancestry, caste, citizenship, national origin, religion, covered veteran status, disability, creed, marital status, family status, pregnancy, or other legally protected status.

3.2.2 Forced Labor and Human Trafficking

Suppliers will not permit any form of forced or involuntary labor, whether bonded, imprisoned, or indentured, including debt servitude or any form of human trafficking. All work must be voluntary, and workers must be free to terminate their employment at any time.

3.2.3 Child Labor

Brightspeed does not tolerate any form of child labor in its operations or within our supply chain. Brightspeed expects Suppliers to prohibit and prevent child labor in their operations and encourages Suppliers to participate in efforts aimed at combating and eliminating these practices. Suppliers must not employ individuals under the legal minimum working age of the jurisdiction and/or country in which they operate.

3.2.4 Freedom of Association and Collective Bargaining

Brightspeed respects the rights of employees to freedom of association and collective bargaining. Suppliers must respect employee rights to form, join, or not join trade unions or organizations of their own choosing and to bargain collectively in accordance with the laws of their jurisdiction without fear of discrimination, retaliation, harassment, or intimidation.

3.2.5 Wages and Compensation

Suppliers will comply with all applicable state, federal, and international labor, wage, and work hour laws and regulations, will pay legally mandated wages and benefits, and will comply with applicable laws regarding wage deductions. Suppliers must pay their workers as required by law and contract.

3.2.6 Immigration

Suppliers must ensure that all Supplier employees who work in the United States and other regions are authorized to do so. Suppliers must also ensure compliance with all applicable immigration laws and must obtain all necessary documentation, including I-9s, visas, and/or work authorizations.

3.2.7 Independence of Supplier Personnel

Suppliers must ensure that their personnel do not represent themselves as employees of Brightspeed and do not engage in unauthorized acts, such as attempting to bind Brightspeed to

obligations or attempting to speak on behalf of Brightspeed.

3.2.8 Safety and Health

Suppliers must maintain a healthy and safe working environment for all Supplier employees and representatives and must adhere to all applicable safety and health laws, regulations, and safety practices. Suppliers are required to protect all employees and representatives with appropriate personal protective equipment. Suppliers must also ensure that employees and representatives receive all necessary safety and health training and must enforce both Supplier's and Brightspeed's safety policies and procedures while working on Brightspeed's behalf or while on Brightspeed's premises.

Suppliers must comply with all applicable environmental, health and safety laws and regulations, as well as Brightspeed's site safety rules.

3.2.9 Emergency Preparedness

Suppliers will maintain an adequate Emergency Preparedness plan and will educate workers on the effective implementation of emergency response procedures and recovery plans.

3.2.10 Reporting of Injuries and Hazardous Conditions

Supplier employees or representatives working on behalf of Brightspeed or on Brightspeed premises must promptly report all injuries and hazardous conditions to the Health and Safety Office. See Brightspeed's [Environmental Health and Safety Policy](#).

3.2.11 Alcohol and Drug Use

Supplier employees or representatives may not possess, distribute or be under the influence of illicit drugs while on Brightspeed premises or when conducting business on behalf of Brightspeed. In addition, Suppliers are prohibited from abusing or misusing prescription medication and possessing or being under the influence of alcohol (other than reasonable consumption of alcohol at an approved business-related social event) while on Brightspeed premises, or when conducting business on behalf of Brightspeed.

Suppliers must follow applicable laws, including Drug Free Workplace, contract, and related Brightspeed customer rules.

3.2.12 Environment and Sustainability

Suppliers are expected to comply with all environmental laws and requirements, including those relating to: (i) the management and disposal of hazardous materials; (ii) contaminants in air, soil or water; (iii) the protection of natural resources, wildlife and wetlands; and (iv) recycling. Suppliers are encouraged to implement environmental management systems and focus on continuously monitoring and improving their performance.

Suppliers must use reasonable efforts to employ environmentally preferable and energy-efficient

services and must work with their own suppliers to assess and address environmental and sustainability issues within their supply chains.

3.2.13 Reporting and Guidelines

Brightspeed Suppliers are expected to report potential or actual violations of this Supplier Code and other legal or ethical concerns. For assistance in resolving a business practice concern, please work with your primary Brightspeed contact. To report a violation of the Supplier Code, an ethical concern or a legal violation involving Brightspeed, please contact the Brightspeed [Ethics and Compliance Helpline](#).

Brightspeed does not tolerate any retribution or retaliation taken against any individual who, in good faith, seeks advice or reports a possible violation of this Supplier Code.

4 Contact Information

Questions or concerns about this policy should be directed to the Ethics and Compliance Office via:

- a. **Email:** complianceline@brightspeed.com
- b. **Web Form:** [Ethics and Compliance Report Form](#)
- c. **Phone:** 1-800-910-5609
- d. **Mail:** Brightspeed Headquarters
1120 South Tryon St., Suite 700
Charlotte, NC 28203

5 Responsibilities

- All Supplier employees are responsible for understanding and adhering to this policy.
- Supplier leaders are responsible for enforcing this policy within their team(s).

6 Related Documents

- [Business Courtesies Policy](#)

7 Policy Revisions

Brightspeed may change, revoke, or supplement this policy at any time without notice, subject to any applicable laws and Collective Bargaining Agreements.

Policy Owner: Tom Dailey (Chief Compliance Officer)

Last Update: May 1, 2024