Mobility Global

Vendor Code of Conduct

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1. Introduction: Our Partnership Principles 3
A. Message to Our Valued Partners 3
B. Applicability & Scope 3
2. The Four Pillars of the VCOC 3
A. Pillar 1: Business Integrity & Ethics 4
B. Pillar 2: Data Protection & Confidentiality 4
C. Pillar 3: Respect for People & Labor Standards 5
D. Pillar 4: Environmental Responsibility 6
3. Our Shared Responsibilities 6
4. Raising Concerns and Speaking Up 7
5. Compliance, Monitoring, & Acknowledgement 7
6. Vendor Acknowledgement 8

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1. Introduction: Our Partnership Principles

A. Message to Our Valued Partners

At Mobility Global, our mission is to provide trusted information that helps billions of people build, sell, and own vehicles with more confidence. We cannot achieve this mission alone. Our vendors, suppliers, partners, and third-party resources are critical to our success, and an extension of our own team.

This Vendor Code of Conduct (VCOC) is the foundation of our partnership. It outlines the non-negotiable principles of integrity, responsibility, and ethical conduct that we uphold in our own operations and, in turn, expect from every vendor and other third-party resource providing goods or performing services to or on behalf of Mobility Global.

We are committed to building strong, long-term relationships based on mutual trust and respect. We believe that by working together with shared values, we can not only achieve our business goals but also make a positive impact on our industry and our communities. Thank you for your partnership and for your commitment to upholding these essential standards.

B. Applicability & Scope

The VCOC applies globally to the engagement and execution of activities with all of our suppliers, vendors, distributors, channel partners, agents, contractors, and all other third parties and affiliates of Mobility Global with whom Mobility Global engages to provide the company with any business, goods, services, functions, or activities, including processing outsourcing (collectively, Vendors). Mobility Global requires all Vendors to comply with the VCOC, and to work through Mobility Global's Procurement team for the execution and administration of Vendor contracts.

Where the VCOC may conflict with the terms of a Vendor contract, the contract terms will prevail. Vendors should contact Mobility Global Vendor Management at ProcurementOps@mobilityglobal.com with any questions or concerns related to the VCOC.

2. The Four Pillars of the VCOC

The VCOC is built upon four foundational pillars that govern Mobility Global's partnership with Vendors. We expect all of our Vendors to build their operations and business practices upon these same principles.

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A. Pillar 1: Business Integrity & Ethics

- **Ethical Dealings:** Vendors must operate with integrity, conduct business ethically, and comply with the laws, rules, and regulations applicable to their business and operations. Vendors must not engage in bribery, corruption, embezzlement, extortion, kickbacks, excessive commissions, inducements, or other improper business practices. Vendors are expected to comply with applicable anti-corruption laws in the jurisdictions in which they operate and to conduct appropriate diligence over subcontractors and other third parties involved in delivering services to Mobility Global.

- **Conflicts of Interest:** Vendors must avoid and report to Mobility Global any situation that creates a conflict of interest, or even the appearance of one. A conflict of interest can occur if a personal, social, financial, professional, or political activity interferes or appears to interfere with a Vendor's ability to perform work for Mobility Global effectively and objectively, or improperly influences business decisions. For example, allowing a Mobility Global employee or their Close Family Member to hold a position with, provide services to, or have a financial or business relationship with the Vendor, could improperly influence decision-making. Vendors must report actual or potential conflicts of interest to Mobility Global's Compliance & Ethics team at Corporatecompliance@mobilityglobal.com or using the Mobility Global Ethics Helpline.

- **Gifts & Business Courtesies:** The exchange of gifts and business courtesies must be for a legitimate business purpose, reasonable in value, appropriate to the circumstances, consistent with both parties' policies, and must not create an actual or perceive conflict of interest or improper attempt to influence a business decision.

- **Fair Competition:** Vendors must compete fairly and ethically in the marketplace and comply with all applicable antitrust and fair competition laws in the jurisdictions where they operate.

- **International Trade:** Vendors must comply with applicable international trade laws, including those related to export controls and sanctioned parties.

- **Anti-Money Laundering:** Vendors must conduct business only with reputable parties and ensure all funds originate from legitimate sources, in compliance with all anti-money laundering, sanctions, and anti-terrorism laws and regulations.

B. Pillar 2: Data Protection & Confidentiality

- **Confidential Information:** Vendors may not use Mobility Global confidential information for any purpose other than for the direct benefit of Mobility Global as specified in your

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contract. You must protect from unauthorized access, use, or disclosure, all non-public information related to Mobility Global, its employees, operations, customers, clients, and business activities. For example, Vendors are prohibited from transferring Mobility Global data to personal email accounts or any other unauthorized systems or servers.

- **Insider Trading:** You and your personnel are strictly prohibited from using any material, non-public information obtained through your work with Mobility Global to trade in securities or to tip others regarding trading in securities.

- **Data Security & Privacy:** Vendors will handle and process Mobility Global data only for the purposes for which it was collected or otherwise made available. All personal and sensitive data must be handled in accordance with contractual provisions and protected by industry-standard security controls. You must comply with all applicable data privacy laws, such as GDPR. Subject to any contractual requirements, Vendors must notify Mobility Global at Security@mobilityglobal.com without undue delay of any suspected or confirmed data security incident affecting Mobility Global information or services, and cooperate in good faith to contain, investigate, and remediate any issue.

- **Intellectual Property:** Mobility Global's intellectual property, including trademarks and copyrights, may not be used without prior written authorization.

- **Responsible Use of Artificial Intelligence (AI):** If AI is used in providing services to Mobility Global, you must ensure its use is transparent, secure, unbiased, and complies with all contractual, legal, and ethical standards.

C. Pillar 3: Respect for People & Labor Standards

- **Human Rights:** We expect our vendors to uphold the principles of internationally recognized human rights, including the UN Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, and the ILO Core Conventions on Labor Standards.

- **No Child Labor & No Forced Labor:** Vendors must not use child labor. The minimum age for employment is 15 or the local legal minimum, whichever is higher. All labor must be voluntary, and vendors must not engage in any form of forced, bonded, or indentured labor. Vendor personnel shall be free to terminate their employment in accordance with applicable law and contract terms.

- **Discrimination, Harassment, and Retaliation:** We require a workplace free from harassment, discrimination, and retaliation. Vendors must not discriminate in recruitment, hiring, compensation, benefits, training, promotion, discipline, termination, or any other employment practice on the basis of race, color, religion, sex, national origin, age, disability,

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sexual orientation, gender identity, or any other protected characteristic under applicable law. Verbal and physical abuse, bullying, sexual and other harassment, threats, and other forms of intimidation are prohibited. Vendors are prohibited from retaliating against workers who report abuse, discrimination, ethical concerns, or violations of law.

- **Fair Treatment, Wages & Working Hours:** All employees must be treated with dignity and respect. Vendors must comply with applicable wage and working hour laws and regulations, including those relating to minimum wages, regulated hours of work, daily and weekly rest periods, and annual holidays and legally mandated benefits.

- **Health & Safety:** Vendors must provide a safe and healthy work environment, taking proactive steps to prevent accidents and injuries. This includes maintaining adequate emergency preparedness and response plans.

D. Pillar 4: Environmental Responsibility

- **Environmental Compliance:** Vendors must comply with all applicable environmental laws and regulations.

- **Managing Environmental Footprint:** We expect our vendors to operate in an environmentally responsible manner, striving to minimize the negative impact of their operations by managing energy use, greenhouse gas emissions, water consumption, and waste.

- **Sustainable Sourcing:** We encourage our partners to join us in our commitment to sustainability by reducing their carbon emissions and opting for environmentally friendly products and services wherever practical.

3. Our Shared Responsibilities

A strong partnership requires clear expectations for both parties.

Your Responsibilities as a Mobility Global Vendor:

- **Provide High Quality Service:** Vendors must deliver tasks on-time, within budget, and accurately.

- **Obey the Law:** Mobility Global expects those who provide goods and services to obey the letter and spirit of all laws and applicable regulations. Vendor conduct and interactions with Mobility Global employees, other Vendors, and any Government Official or entity must be in accordance with the highest ethical standards.

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- **Ensure Compliance:** You are responsible for ensuring that your business, your employees, and any subcontractors you use comply fully with the VCOC.

- **Maintain Accurate Records:** You must maintain accurate and complete books and records related to all business conducted with Mobility Global.

- **Open Communication:** You must promptly inform your Mobility Global contact of any situation that could lead to a violation of this Code and notify us of any data breaches or other critical incidents.

Our Commitment to You:

- **Fair and Ethical Treatment:** We will treat you with respect and conduct our sourcing and payment processes with integrity and transparency.

- **Clear Communication:** We will be clear in communicating our expectations and business needs.

- **Partnership:** We are committed to fostering a mutually beneficial relationship built on trust and shared success.

4. Raising Concerns and Speaking Up

Open communication is essential to maintaining an ethical business environment. We expect our vendors to speak up if they see or suspect any conduct that violates the VCOC, our policies, or the law.

Suspected violations of law or policy should be reported to the Mobility Global Ethics Helpline. Mobility Global has a strict non-retaliation policy. We prohibit any form of retaliation against any individual who, in good faith, reports a concern or participates in an investigation.

Routine questions regarding the VCOC should be directed to your primary business sponsor, procurement contact at Mobility Global, or Procurement Ops@mobilityglobal.com.

5. Compliance, Monitoring, & Acknowledgement

- **Monitoring & Audits:** Mobility Global reserves the right to verify your compliance with the VCOC. This may include audits, facility inspections, or questionnaires, subject to the terms of our contractual agreement.

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- **Service Interruption:** Vendors must notify Mobility Global if they become aware of material adverse events, investigations, or other circumstances that could affect the Vendor's ability to provide goods or services to Mobility Global or that could create significant legal, regulatory, operational, or reputational risk in connection with the relationship.

- **Consequences of Non-Compliance:** Violations of the VCOC are a serious matter and may result in corrective action, which could include the suspension of new business, the termination of our business relationship, including the offboarding of specific personnel from the engagement.

- **Vendor Acknowledgement:** Vendors are required to formally acknowledge that they have received, read, understood, and agree to comply with the VCOC as a condition of doing business with Mobility Global.

6. Vendor Acknowledgement

I certify that our company has received, read and understood and will abide by Mobility Global's Vendor Code of Conduct.

_____

Company Name

_____

Representative

_____Job Title

_____

Signature Date

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