

# OpenText Supplier Code of Conduct

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OpenText is committed to bringing our people, our customers, and communities together to turn information into a competitive advantage for society and the planet. In an age of disruption, we see an opportunity to use information for the greater good and aspire to unlock its potential to advance societal goals and accelerate positive change.

Trust is one of our core values. To maintain our company's position as a market leader, it is crucial for us to earn the trust of our customers, employees, investors, and the communities in which we operate. Gaining that trust starts with conducting our business in a way that achieves high standards of ethics and integrity.

We are committed to conducting our business ethically, with integrity and in compliance with the letter and spirit of all applicable laws and regulations. Our Code of Business Conduct and Ethics reflects our commitment to continually improve the integration of the 10 principles of the UN Global Compact. It outlines our expectations, and all our employees, officers, directors, Suppliers, contractors, and partners are expected to comply with them.

Purchasing decisions can have a major social and environmental impact. OpenText will undertake procurement activities to promote positive environmental and social impacts in service operations and in the acquisition of products throughout our organization. OpenText therefore holds its Suppliers to the same high standards to which it holds itself. In keeping with this Supplier Code of Conduct (Coc), Suppliers are expected to behave responsibly, ethically, and sustainably.

## Compliance with the Supplier Code of Conduct

Suppliers, their employees, personnel, agents, and subcontractors (collectively referred to as Suppliers) must adhere to this Supplier Code of Conduct while conducting business with or on behalf of OpenText. It is OpenText practice to include a provision in Supplier agreements that require the Supplier and all members of their supply chain to act in a manner that is consistent with this SCoC as they provide goods and services to OpenText.

All OpenText Suppliers must conduct their employment practices in full compliance with all applicable laws and regulations and in compliance with OpenText requirements, which may exceed local legal requirements. Suppliers will comply with the principles of the United Nations Universal Declaration of Human Rights, the OECD Guidelines for Multinational Enterprises, the United Nations Global Compact, the United Nations Guiding Principles on Business and Human Rights, and the 1998 International Labour Organization Declaration on Fundamental Principles and Rights at Work, in accordance with national law and practice. In all cases in which OpenText requirements are more stringent than local legal requirements, Suppliers are required to meet the more stringent OpenText requirements.

Suppliers must promptly inform their OpenText contact, a member of OpenText management, or the contacts provided at the end of this document when any situation develops that causes the Supplier to operate in violation of this Supplier Code of Conduct.

Supplier must provide goods and services in accordance with our SCoC, and all OpenText policies and procedures must be adhered to. Please refer to [OpenText's Corporate Governance](#) and [Supplier Information](#). Where our agreement is not used, we include our own language requiring the Supplier to adhere to our SCoC. OpenText shall have the right to terminate the Supplier agreement for non-compliance of our SCoC as a material breach. OpenText also reserves the right to require evidence from Suppliers to demonstrate compliance with this SCoC.

## Conducting Business with OpenText

OpenText sources, contracts, manages, and interacts with Suppliers by using SAP Ariba, which has been implemented globally across OpenText. To ensure effective and efficient supplier risk monitoring, onboarding, and purchase transactions, active participation is required by all Suppliers. Each prospective Supplier must undertake a two-step verification process, which includes registration and qualification. Suppliers can manage their business activities with OpenText from their SAP Ariba account, including RFXs, contracts, invoices, and payments. This allows OpenText and its Suppliers to move away from the manual steps of sending and confirming purchases via email.

Our Request for Proposal (RFP) through SAP Ariba template is used to gather bids and information from prospective Suppliers to help with the supplier qualification process. This includes risk analysis questions for prospective Suppliers to collect information about a Supplier's business model and understand how its supply chain is engaged, along with the composition of a Supplier's workforce. Our RFP outlines sustainability criteria, including whether Suppliers report on their social and environmental performance, have public commitments and goals, and third-party sustainability certifications corporate-wide or specific to the products/services they supply to OpenText. Please visit our [Supplier Information Page](#) for more information.

# 1 Legal and Regulatory Compliance Practices

## 1.1 Compliance with Laws

OpenText is committed to compliance with, and Suppliers must also comply with, all applicable laws, rules, and regulations in the jurisdictions where the company conducts business. Some of those laws have been specifically addressed in this SCoC, however, this SCoC is not intended to be an exhaustive list of the laws with which Suppliers must comply.

## 1.2 Compliance with Trade/Export Control Laws

Trade/Export Control laws prohibit the sale of OpenText products or services into certain countries or to certain nationals identified by the government. Suppliers must comply with such Trade/Export Control laws and must have policies and procedures in place that are consistent with applicable trade laws.

## 1.3 Anti-Trust

Many countries have adopted anti-trust laws intended to protect fair competition by prohibiting activities that result in monopolies or price fixing or otherwise limit competition. Suppliers must comply with all applicable anti-trust laws.

## 1.4 Anti-Corruption/Anti-Bribery/Anti-Money Laundering/Fraud/Tax Evasion

Suppliers shall treat their customers, Suppliers, competitors, regulators, and all other persons with complete impartiality and according to the law. No payments, gifts, bribes, kickbacks, or benefits shall be offered, promised, or given to any person, including government officials, in an attempt to gain an advantage in any situation or to influence improperly that person's decision or performance of duties. In addition, Suppliers are strictly prohibited from offering, promising, or giving money, merchandise, favors, or services (other than as accepted in general business practice and in accordance with the applicable OpenText policy) to any agent or organization in a position to benefit the Supplier or OpenText.

Giving business courtesies to OpenText employees, if permitted at all under applicable law, should be modest and infrequent. Suppliers should never give anything to gain an improper business advantage.

Suppliers should be aware of the applicable limits. The value of any courtesy offered by a Supplier to an OpenText employee may not exceed the limits applicable to the OpenText employee's business unit and country. OpenText business unit and country limits may prohibit courtesies entirely or set maximum limits at varying amounts. It is the Supplier's responsibility to ask the recipient what the applicable limits are and not exceed those limits. Suppliers are not allowed to give gifts or any courtesy of any value to any member of OpenText Procurement or its representatives, or to a family member of an OpenText employee.

Suppliers are not permitted to accept any cash, gift, bribes, kickback, or benefit that is intended to or could be interpreted as being intended to influence the performance of the Supplier's duties. Suppliers will not take any actions to violate, or cause its business partners to violate, any applicable anti-bribery laws and regulations (including the Canadian Corruption of Foreign Public Officials Act and U.S. Foreign Corrupt Practices Act and UK Bribery Act). This prohibition extends to members of the Supplier's employees' immediate families.

Suppliers shall not commit any fraud nor assist any OpenText employee in committing any fraud.

Suppliers must not participate in money laundering and must comply with all applicable laws concerning money laundering. They must not acquire, use, convert, conceal, or possess the proceeds of crime, help

another person to do so, or assist terrorist financing in any way. Suppliers will have an understanding of the fraud risks in their business area and not perform or be involved in any form of fraud or fraudulent activity. Suppliers will not evade paying tax or knowingly assist others to evade taxes.

Suppliers shall have the highest standards of integrity and shall uphold these standards in all business interactions. Suppliers shall have a zero-tolerance policy with respect to all forms of bribery, corruption, extortion, money laundering, and/or embezzlement. OpenText requires its Suppliers to have established their own anti-corruption policies consistent with this SCoC and with applicable law. Suppliers must report signs of any personnel, representative, or partner performing unethically or engaging in bribery, corruption or kickbacks in connection with their dealings with OpenText.

## 1.5 Government as a Customer

It is illegal to offer a direct or indirect benefit to a government official for the purpose of obtaining, retaining, or directing business. OpenText requires all of its Suppliers to comply with such laws at all times, especially when conducting business on behalf of OpenText.

"Government official" refers to all of the following: (i) any employee of a government entity or subdivision, including elected officials; (ii) any private person acting on behalf of a government entity, even if just temporarily; (iii) officers and employees of companies that are owned or controlled by the government; (iv) candidates for political office; (v) political party officials; and (vi) officers, employees, and representatives of public international organizations, such as the World Bank and United Nations.

## 1.6 Confidentiality

Suppliers are required to maintain the confidentiality of non-public information obtained in the course of their duties. This information may belong to OpenText or its partners or customers. Suppliers cannot use the information for their benefit or release it to inappropriate parties. Partners, customers, or other third parties may have a non-disclosure agreement with OpenText which subjects their information to additional restrictions and procedures. Before disclosing any information to a third party, Suppliers are responsible for ensuring such disclosure is made in accordance with applicable law and any such non-disclosure agreement, any Supplier agreement in place between the Supplier and OpenText, and this SCoC.

Confidential information in any form (for example, business strategies, flow charts, policies, models, plans and procedures, marketing plans, pricing, financial information, techniques, proposals, diagrams, research, development, software, hardware, source code designs, tools, concepts, processes, inventions, methodologies, drawings, data and trade secrets, object code, ideas, customer information, employee information, and other confidential information and materials concerning the other party, third party confidential information, and other sensitive or proprietary information and data of any kind, whether or not in physical form, etc.) shall not be disclosed to an outside party or to an employee of Supplier's organization who does not have authorized access. Use of confidential information for personal gain or to influence business transactions is not permitted.

Confidential information should only be discussed in a secure environment and only amongst employees with authorized access and on a “need to know” basis. Care should be taken while having business discussions in public environments, such as on airplanes or elevators and in restaurants and other public venues that are considered insecure.

Suppliers must safeguard confidential documents, laptop computers, and other OpenText property that is required to be taken outside the workplace for legitimate business reasons.

## 1.7 Subcontractors

Suppliers are required to obtain written consent from OpenText prior to engaging a subcontractor to fulfill Supplier’s obligations to OpenText in addition to meeting any other obligations, including OpenText policies and standards, contained in any agreement a Supplier may have with OpenText.

## 1.8 Legal Hold

There may be times when the OpenText Legal Department will require Suppliers to retain documents longer than usual; this is referred to as a “legal hold.” Usually, a legal hold is issued regarding legal matters, such as litigation. Suppliers receiving a notice of a legal hold will be required to safeguard any and all potentially relevant documentation and data as described in the legal hold notice. Once notice of a legal hold has been received, it will remain in effect until the OpenText Legal Department issues an express written release of the legal hold.

## 1.9 Investigations and Disciplinary Action

Suppliers will cooperate fully in any investigation by OpenText into violations of this SCoC.

# 2 Data Protection and Intellectual Property

## 2.1 Background Screening

Suppliers must conduct pre-placement background screens that meet OpenText requirements consistent with applicable legal requirements on all Supplier personnel who will perform services or work on projects that (1) require any access to OpenText facilities (whether owned or leased) or (2) require access to OpenText data and resources, such as email, network access, cardkey, or other access badges. The purpose of such screens is to ensure that those receiving access to OpenText’s facilities, equipment, networks, or systems do not present undue safety or security risks.

Suppliers must certify that they have conducted pre-placement screens consistent with this SCoC and that any matters disclosed in the background screen that may render the individual unsuitable for placement at Open Text has been reviewed duly assessed by the Supplier in the context of the roles and responsibilities of Supplier personnel.

When Supplier personnel require cardkey access to OpenText facilities, an account on OpenText's email system, and/or any other access to any of OpenText's networks or systems, the Supplier and its personnel assigned to OpenText must sign all applicable agreement(s) or acknowledgements required by OpenText.

## 2.2 IT Systems, Equipment, and Facilities

Suppliers shall comply with all applicable data privacy and data protection laws. Additionally, Suppliers shall use OpenText-provided information technology (IT) and systems (including email) only for authorized OpenText business-related purposes.

All data stored or transmitted on OpenText-owned or leased equipment is property of OpenText. OpenText respects the privacy of its employees and Suppliers and encourages a collaborative work environment. Suppliers should be aware that email, internet use, instant messaging, wikis, and all forms of social computing on any OpenText systems are business tools and as such may be monitored and recorded by OpenText to ensure compliance with OpenText's policies and this SCoC, subject to applicable law.

OpenText reserves the right to monitor its facilities and equipment in order to ensure safety, prevent illegal activity, investigate any reports of misconduct, comply with applicable laws, manage information systems, and for other reasonable business purposes. OpenText strictly prohibits Suppliers from using OpenText-provided technology and systems to (1) create, access, store, print, solicit, or send any material that is intimidating, harassing, threatening, abusive, illegal, sexually explicit, or otherwise offensive or inappropriate, or (2) send any false, derogatory, or malicious communications. Any solicitation of OpenText employees using information gathered from OpenText-provided technology or systems is prohibited.

## 2.3 Safeguarding Intellectual Property

Certain Suppliers may be exposed to OpenText's intellectual property (IP). In the event Suppliers are exposed to OpenText IP, the Supplier is responsible for protecting OpenText's IP. OpenText's IP may include, but is not limited to, patents, software code, technical product information, information regarding research and development, confidential market research, customer names, customer lists, pricing information, and trade secrets. A trade secret is information, including formula, pattern, compilation, program, method, technique, or process, that: (i) derives its value from not being known by others, especially competitors and (ii) is the subject of reasonable efforts to maintain its secrecy. OpenText's IP also includes its logos, trademarks, and copyrights.

As a software company, OpenText's business rests upon the value of its IP and trade secrets. Therefore, Suppliers should use the utmost care in protecting OpenText's trade secrets and other IP, including



treating such information as confidential according to this SCoC. Suppliers must use OpenText IP only for its intended purpose: supporting and conducting OpenText business.

In addition to protecting OpenText's IP, Suppliers shall also respect the IP rights of others. This means Suppliers should not use software or other copyright protected content without a proper license to do so. Suppliers should only use licensed materials in conformity with the terms and conditions of the applicable license agreement.

## 2.4 Data Protection

Suppliers must comply with all applicable data privacy, technology, and data protection laws and regulations, including but not limited to national, local, and industry/sector specific laws and regulations. Confidential and sensitive information and data must be securely stored and not used for any purpose other than as agreed with OpenText. Suppliers will complete the Data Privacy and Information Technology (IT) Security questionnaires required by OpenText, to assess the Supplier systems and the processing of OpenText and/or customer data.

Suppliers with access to OpenText data and/or its customers, networks and/or systems, or if Supplier systems are used to host, store, process, or transmit OpenText information for the purposes of providing their services are required to execute and shall be governed by a separate [OpenText Supplier Personal Data Protection Addendum](#) and OpenText [IT Security Terms and Conditions](#). Both agreements are found on [OpenText's Supplier Information Page](#).

Suppliers will not be given ownership of any OpenText data in connection with any goods or services that Supplier provides to OpenText. Suppliers shall not have, derive, or exercise any rights or benefits regarding OpenText data except on behalf of OpenText within the scope of goods or services being provided by Suppliers on behalf of OpenText. Suppliers must not sell any OpenText data and/or OpenText customers' data.

Suppliers must not collect, retain, share, disclose, or use any OpenText data OpenText and/or OpenText customers' data, including but not limited to any personal information: (i) for any purpose other than for the specific purpose of performing services or selling goods to OpenText pursuant to written agreements with OpenText or ii) outside the direct business relationship between the Supplier and OpenText.

Suppliers may not make OpenText data accessible to any subcontractors or relocate OpenText data to new locations, except as set forth in written agreements with, or written instructions from OpenText. Suppliers must return and permanently delete any OpenText data when OpenText requests it, except to the extent to do so would violate applicable law. Suppliers must keep OpenText data secure from unauthorized access by using best efforts and state-of-the-art technical and organizational safeguards.

## 2.5 Personally Identifiable Information

OpenText regards the lawful and correct treatment of personal information as critical to the successful and efficient performance of its functions and to maintaining the confidence of its customers and partners.

Many countries have laws protecting personal data and/or personally identifiable information (PII). PII may include an individual's name, telephone numbers, social security number, email addresses, or home address, as well as other attributes associated with an individual that may identify the individual, with or without other information. Certain PII, including, but not limited to, information about an individual's medical records, financial records, employment history, religious background, political affiliations, or sexual orientation may be subject to additional legal protections and safeguards.

All PII should be considered confidential information and should be treated as such according to this SCoC. Suppliers are required to handle, store, and dispose of PII in compliance with the relevant laws that apply to the information. To the extent possible, Suppliers should limit their exposure and access to PII of OpenText, its customers, and partners. Suppliers should only access PII to the extent necessary to perform their contractual obligations.

Suppliers must have their own data protection policies and processes consistent with this SCoC and with applicable law.

## 2.6 OpenText Data and Artificial Intelligence (AI)

OpenText requires that OpenText's data is not used for AI training, processing, or related activities without our explicit written consent. This applies to all forms of artificial intelligence, machine learning, and any automated systems that may use or process OpenText's data. Please refer to [OpenText's IT Security Terms and Conditions](#) on [OpenText's Supplier Information Page](#). Unauthorized use of OpenText's data will be treated as a breach of our agreement with you and, in addition to any other rights and remedies, may impact our ability to continue our business relationship.

## 2.7 Dealing with OpenText Competitors

Suppliers are prohibited from sharing with OpenText competitors any information that has been learned through relationships with OpenText, including but not limited to pricing and conditions of sale, costs, products and service offerings, market conditions, from which competitors could gain benefit over OpenText or that would violate this SCoC. Suppliers must not share any OpenText confidential information with an OpenText competitor.

# 3 Ethics and Business Practices

## 3.1 Books and Records

Suppliers shall have adequate policies and procedures in place to ensure compliance with laws and industry standards for good business practice consistent with this SCoC.

Suppliers will provide any assistance necessary to enable OpenText to provide full, fair, accurate,

Timely, and understandable disclosure in all public communications, including the reports and documents that it files with the United States Securities and Exchange Commission and other applicable regulatory bodies.

In conducting its own business and business on behalf of OpenText, Suppliers should never modify records, omit important information, or make statements that are intentionally misleading, including but not limited to creating or maintaining undisclosed or unrecorded funds of money or other assets. All OpenText Suppliers are required to maintain accurate, honest records and reports, which may include but are not limited to, expense reports, invoices, registering working hours, customer information, product information, and financial records.

In addition to maintaining truthful books and records, Suppliers must comply with all applicable anti-money laundering laws and do business only with Suppliers, consultants and partners that conduct lawful business activities and whose funds are derived from legitimate sources.

## 3.2 Publicity

OpenText has authorized only specific individuals to make statements on behalf of the company. OpenText must ensure that all public statements adhere to legal requirements and company objectives. Any contact by a member of the media, a securities analyst or investor regarding OpenText, should immediately be referred to OpenText Public Relations at [publicrelations@opentext.com](mailto:publicrelations@opentext.com).

OpenText will not knowingly engage with Suppliers that are involved in a business that: a) may damage OpenText's reputation or b) is inconsistent with [OpenText's standards and policies](#).

## 3.3 Conflict of Interest

Conflicts of interest arise when private interest interferes in any way, or even appears to interfere, with ethical and professional obligations. Conflicts can arise when action is taken or where interests may make it difficult to perform duties related to OpenText objectively and effectively, or where a Supplier employee's family member receives improper personal benefits as a result of the Supplier's relationship with OpenText.

Suppliers shall avoid activities or relationships that may cause actual or potential conflicts with their relationship with OpenText or that may reflect negatively on OpenText's image.

## 3.4 Insider Trading

Suppliers shall have insider trading policies consistent with this SCoC and with applicable law. There are strict laws prohibiting the buying and selling of securities of a company while being aware of material corporate information relating to that company that has not been disclosed. Trading securities while in possession of material non-public information (i.e., inside information) is called "insider trading" and is prohibited by law.

Severe penalties can be imposed on persons who violate insider trading laws.

## 3.5 Company Assets

As an OpenText Supplier, certain OpenText assets may be made available for use. OpenText assets include telephones, laptops, copy machines, leased premises, and email accounts. Suppliers must reasonably protect OpenText assets from misuse, damage, or theft. OpenText assets and opportunities can only be used for their intended purpose of supporting and conducting business pursuant to the terms of the Supplier's contract with OpenText.

## 3.6 Sustainability

Suppliers shall have in place policies that promote environmental awareness, conservation, and sustainability that align with our Zero-In Initiative commitments summarized in [OpenText's Corporate Citizenship Report](#). OpenText will, to the extent possible, not knowingly engage with Suppliers (including their supply chain) that are likely to cause adverse social and environmental impacts. Suppliers shall provide goods and services in a manner that is both ethically responsible and sustainable. [OpenText Sustainable and Ethical Procurement Policy](#) addresses the expectation for staff and suppliers as it relates to environmental responsibility, cultural practices, ethical and sustainable procurement to ensure the highest level of integrity, ethical standards, and fair and honest dealings at all times.

OpenText will prioritize Suppliers who demonstrate that they behave responsibly and ethically, and have embedded sustainability within their products, their operations, and their supply chains. Upon OpenText's request, Suppliers will provide annual sustainability updates using recognized reporting standards and frameworks, such as the Global Reporting Initiative.

## 3.7 Corporate Giving

Being a good corporate citizen and investing in the communities OpenText serves is an important part of the way the company does business. OpenText encourages Suppliers to become active members in their communities through volunteering and giving.

# 4 Human Rights, Anti-Slavery, Labor Practices, and Accessibility

## 4.1 Compliance with Human Rights and Labor Laws

OpenText requires its Suppliers to have in place policies and procedures to ensure compliance with applicable labor laws including, but not limited to, laws related to slavery, servitude and forced or compulsory labor, bonded labor, child or otherwise underage labor, anti-human trafficking, wages and benefits, working hours, an employee's right to leave one's employment, freedom of association, and collective bargaining.

Respect for human rights is deeply embedded in how OpenText carries out our business and how we interact with the communities in which we operate. We are committed to respecting and upholding human rights for all people, as reflected in [OpenText's Code of Business Conduct and Ethics](#) and in the [OpenText Human Rights Policy](#).

Supplier shall uphold and respect human rights as reflected in the United Nations Universal Declaration of Human Rights, the ILO Declaration on Fundamental Principles and Rights at Work, the UN Global Compact, and the UN Guiding Principles on Business and Human Rights

Suppliers must also adhere to the [OpenText Human Rights Policy](#) and are required to have in place procedures to manage ethical issues within their supply chain, including, but not limited to all labor-related processes to ensure compliance with all the requirements set-out immediately above.

OpenText will not knowingly engage with Suppliers (including their supply chain) who employ minors or otherwise rely on child labor and/or any form of modern slavery. For the purposes of this SCoC, a minor or child is considered to be a person under the age of eighteen (18) years. Suppliers must not engage in modern slavery, human trafficking, forced labor, or child labor and shall have policies in place to prevent those in their corporate supply chain by promoting transparency in their organization and throughout their supply chain. Suppliers, as well as suppliers in their own supply chain, must also observe the human rights-related obligations defined in the EU Corporate Sustainability Due Diligence Directive or any other similar applicable legislation worldwide (including the UK Modern Slavery Act 2015 or the Canada Fighting Against Forced Labour and Child Labour in Supply Chains Act 2024).

Suppliers must have in place procedures to manage ethical issues within their supply chain in order to comply with the human rights-related standards defined herein and any other applicable human rights-related laws and regulations.

## 4.2 No Discrimination and No Harassment

Suppliers are required to comply with all applicable laws and OpenText policies regarding discrimination and harassment and shall have their own internal policies consistent with these laws.

OpenText requires its Suppliers to have policies in place to prevent any type of (i) discrimination, including (without limitation) against someone based on their race, ancestry, religion, place of origin, color, ethnic origin, citizenship, creed, gender, pregnancy, sexual orientation, age, marital status, family status, mental or physical disability, social conditions, political belief, or any other factor unrelated to job requirements and (ii) harassment including but not limited to inappropriate jokes, slurs, unwelcome touching, assault, threats, unwelcome requests for sexual favors or dates, and derogatory comments, derogatory gestures, inappropriate cartoons, inappropriate photographs.

Harassment and discrimination are illegal and strictly prohibited when Supplier is performing work for or on behalf of OpenText. Violation of this SCoC could result in immediate termination of the Supplier's contract with OpenText.

OpenText will respect and uphold the rights of people in the supply chain in the following ways:

- To freely choose employment

- No forced, bonded, or compulsory prison labor
- Having the choice, without distinction, to elect to join or form trade unions of their own choosing and, where applicable, the right to bargain collectively
- In the case where a trade union is present, union representatives are not to be discriminated against and are to have the ability to perform their respective representative functions in the workplace without reprisal
- Wages that are no less than the legal minimum wage, or meet or exceed the national or local legal standard as applicable
- Standard working hours that are in compliance with national or local industry standards. In the case where there is a difference, the more stringent law shall be applied
- Overtime hours being in accordance with applicable national or local laws. In the case where there is a difference, the more stringent law shall be applied
- A safe and health working environment and freedom from intimidation or bullying

## 4.3 Grievances and Raising Concerns

Suppliers must provide employees with appropriate procedures for raising workplace concerns (including concerns involving harassment and discrimination, potential or actual violations of human rights or environmental risks or violations) so they can be for appropriately resolved. Such procedures provided must be accessible, culturally appropriate and include the option to report anonymously where appropriate. All forms of retaliation against workers for raising a workplace concern are strictly prohibited.

## 4.4 Equal Opportunity Employer

Suppliers shall be equal opportunity employers and seek to provide a working environment that is equitable, diverse, and inclusive of everyone regardless of race, ancestry, religion, place of origin, color, ethnic origin, citizenship, creed, gender, gender identification, veteran status, culture, national origin, pregnancy, sexual orientation, age, marital status, family status, mental or physical disability, social conditions, political belief, or any other factor unrelated to job requirements or other basis protected by applicable laws.

## 4.5 Health and Safety

OpenText Suppliers are to provide a safe and healthy work environment for all employees. OpenText requires its Suppliers to have developed internal policies to ensure a safe working environment and adhere to applicable laws and industry standards. To the extent Suppliers perform work for OpenText on site, Suppliers shall adhere to OpenText applicable policies.

At a minimum, Suppliers must:

- Comply and implement a process to ensure that their employees comply with all applicable occupational health and safety laws and regulations and mandatory standards, including but not limited to requirements that address occupational safety, emergency preparedness, occupational

injury and illness, industrial hygiene, physically demanding work, machine safeguarding, sanitation, food, and housing.

- Ensure that workers are provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories and transportation, if provided, must meet applicable host-country housing and safety standards, and be maintained in a clean and safe manner.
- Establish and implement business continuity plans that address topics, including but not limited to natural disasters, pandemics, workplace incidents, emergencies, and other potential business interruptions.

## 4.6 Diversity

OpenText is committed to promoting equity, diversity, and inclusion within its own organization, advocating Zero Barriers, and therefore is requiring all Suppliers to be committed to nurturing diversity and inclusivity throughout their organizations and across their supply chains. OpenText welcomes diverse vendors and believes diversity contributes to innovation.

Suppliers acknowledge that OpenText encourages the participation of women and minorities, and lesbian, gay, bisexual, transgender, disabled, veteran-owned, and small businesses as Suppliers and subcontractors in substantive matters to the fullest extent possible. Adherence to this SCoC is a condition of contracting with OpenText and failure to adhere to the Policy could lead to termination of a Supplier contract with OpenText.

Suppliers shall conduct themselves in a manner consistent with the SCoC and to have in place their own internal policies and practices to promote equity, diversity and inclusion across its organization and supply chain.

OpenText measures equity, diversity, and inclusion throughout its supply chain using distinct metrics: Direct spend with Suppliers that are certified as being “Diverse” and indirect spend with Suppliers that have contractually committed to equity, diversity, and inclusion policies and practices.

Diverse suppliers in the United States generally have certified to at least one of the following categories:

- 8(A) Program
- Disabled-Owned
- Disadvantaged Business
- Economically
- LGBT Business Enterprise (LGBTBE)
- Minority Owned
- Self-Certified SDB
- Service-Disabled Veteran-Owned
- Small
- Veteran-Owned
- Women-Owned
- Women-Owned Small



Suppliers shall have in place policies and procedures that promote the participation of certified diverse Suppliers. Upon request, OpenText Suppliers are required to identify the actions, programs, or efforts being undertaken to seek to comply with this SCoC regarding the goods and services being performed under their Agreement with OpenText.

## 4.7 No Substance Abuse

OpenText is committed to providing a safe work environment and to fostering the well-being and health of its employees, as such, OpenText expects its Suppliers to have policies in place to prevent and address issues related to substance abuse.

## 4.8 Accessibility

Suppliers shall deliver services or design solutions for OpenText that are accessible to everyone, including people with disabilities. In our efforts to support accessibility, Suppliers should conform to accessibility regulations and international standards. For web accessibility, Suppliers should comply with the Web Content Accessibility Guidelines (WCAG v2.2 Level A and AA). For non-web software or services, compliance with the Accessibility for Ontarians with Disability Act (AODA) in Ontario, Section 508 of the United States Workforce Rehabilitation Act for procurement in the USA, and EN 301 549 for European procurement is required.

Upon request, Suppliers must provide a current Accessibility Conformance Report (ACR) that details how their product meets the required accessibility standards. For further information on accessibility standards and regulations, refer to [OpenText's Accessibility](#) page.

# 5 Environmental Protection and Compliance

## 5.1 Environment

Suppliers shall have in place policies that promote environmental awareness, conservation and sustainability, aligning with our Zero Footprint commitments as reflected in [OpenText's Corporate Citizenship Report](#) and [Environmental Policy](#).

As a part of this commitment, all OpenText Suppliers must, without limitation:

- Comply with all applicable environmental laws and regulations, including but not limited to laws and regulations that regulate hazardous materials, air and water emissions and waste and laws, regulations, and customer requirements regarding the prohibition or restriction of specific substances in manufacturing or product design.
- Obtain and maintain all required environmental permits, regulatory approvals, and registrations.



- Prevent, minimize, or eliminate waste of all types, including water discharges, material waste and energy losses, by implementing appropriate conservation measures in Supplier facilities (1) through the use of conservation-minded maintenance and production processes, and (2) by implementing strategies to reduce, reuse, and recycle materials (in that order), whenever possible, prior to disposal.
- Suppliers must disclose complete, consistent, and accurate scope 1, 2 and 3 greenhouse gas (GHG) emissions data and/or components required to calculate GHG emissions data, via CDP or an alternative method that OpenText will provide. If requested by OpenText, suppliers must provide plans to reduce GHG emissions in alignment with OpenText's requirements. The timing of supplier conformance to this requirement may be determined by OpenText standards and requirements that are set forth in their contract with OpenText.
- Suppliers, as well as their suppliers, must observe the environmental standards defined in the EU Corporate Sustainability Due Diligence Directive or any other similar applicable legislation worldwide.
- Suppliers must have in place procedures to manage ethical issues within their supply chain in order to comply with the environmental standards defined herein and any other applicable environmental laws and regulations.

## 6 Audits and Compliance in the Supply Chain

OpenText has the right to audit its Suppliers if there are actual indications that a human rights-related or environmental-related risk as described herein exists or if there is a violation of a human rights-related or environmental-related obligation of the in the EU Corporate Sustainability Due Diligence Directive or any other similar applicable legislation worldwide or any other potential violation of laws and regulations or this SCoC. Audits may include, but are not limited to, requesting information via questionnaires or signed declarations or other requests for proof of compliance, but also remote or on-site audits by OpenText or an auditing firm, if the information received is not sufficient to check and prove Suppliers compliance. Supplier agrees that audits can take place once a year and on an ad hoc basis if there is a suspected violation of a human rights-related or environmental-related obligation or a significantly changed or significantly expanded risk situation, for example as a result of the expansion of the business relationship with OpenText.

Suppliers are required to incorporate comparable audit rights within their own supply chains.

In the event that a violation of a human rights-related or environmental-related obligation has occurred or is imminent in a Supplier's business, the Supplier undertakes to take immediate and appropriate remedial action to prevent, remedy, or minimize the extent of the violation. Suppliers will oblige its suppliers accordingly and will appropriately address this along the supply chain. In the event a violation of a human rights-related or environmental-related obligation has occurred or is imminent in its own business area or in its supply chain, Suppliers undertake to cooperate appropriately with OpenText in order to draw up a concept for ending or minimizing the violation and implementing it within a concrete agreed timetable. The following measures in particular should be considered when drawing up and implementing the concept:

- The joint development and implementation of a plan to end or minimize identified violations of human rights-related or environmental-related obligations by Suppliers;
- A temporary suspension of the business relationship during efforts to minimize risk.

The type and nature of the measures to be implemented shall be determined in particular by taking into account the significance, extent, frequency, and duration of the violation of a human rights-related or environmental-related obligation by Suppliers as well as the efforts or measures already undertaken by Suppliers to remedy the violation.

## 7 Reporting Concerns or Violations

If there are concerns, or you have knowledge of a suspected or actual violation of our SCoC, other OpenText policies, any law, regulation, or misconduct, either in your own business operations or within your supply chain, that may adversely impact OpenText and/or its employees, suppliers, or supply chain, you shall report such relevant information. You shall oblige your supply chain accordingly. OpenText has a number of communication channels to use to report such information. If you raise a concern with one of these contacts and the issue is not resolved, you should raise it using one of the other channels.

### OpenText Communication Channels

1. Send an email to Ethics Compliance: [ethicscompliance@opentext.com](mailto:ethicscompliance@opentext.com) (your email identifying information will be included); OR
2. Call the Hotline -24-hour reporting hotline service: 1-800-361-8540 (you do not need to provide your name; to follow up you will be given a case number; this number can be accessed outside of North America).

OpenText will not tolerate retaliation against anyone who reports concerns or violations in good faith. All reports will be handled as confidentially as possible consistent with applicable law and the need to conduct an adequate investigation. Suppliers will cooperate fully with OpenText in any investigations or reviews relating to compliance with this SCoC.

## 8 Questions

All questions or requests for clarification regarding this SCoC should be directed to the OpenText's Corporate Sourcing, Procurement and Payables team at [csp@opentext.com](mailto:csp@opentext.com).

OpenText reserves the right to periodically update this Supplier Code of Conduct.

## About OpenText

OpenText<sup>™</sup> is The Information Company<sup>™</sup>. We power and protect information to elevate every person and every organization to gain the information advantage and be their best. OpenText offers a comprehensive portfolio of solutions for content, business network, digital experience, security, analytics and AI, DevOps, IT operations management, and developer APIs. For more information about OpenText (NASDAQ/TSX: OTEX), visit [www.opentext.com](http://www.opentext.com).

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