

# SUPPLIER CODE OF CONDUCT

## INTRODUCTION

Alianza's mission is to empower service providers with cloud-native communications solutions. Achieving this mission requires not only innovative technology but also ethical business practices and regulatory compliance. Alianza expects all suppliers of Alianza, LLC and its affiliates (collectively "Alianza") to comply with and train their employees on this Supplier Code of Conduct.

This code aligns with the UN Guiding Principles on Business and Human Rights and internationally recognized standards including:

- a. International Labour Organization's Declaration on Fundamental Principles and Rights at Work and Core Conventions (No. 29, 87, 98, 100, 105, 111, 138, 182)
- b. UN Convention on the Rights of the Child Article 32
- c. OECD Guidelines for Multinational Enterprises and Due Diligence Guidance for Responsible Business Conduct
- d. UN Global Compact Principles
- e. International Bill of Human Rights (Universal Declaration of Human Rights, International Covenant on Civil and Political Rights, and International Covenant on Economic, Social and Cultural Rights)

This code reflects Alianza's commitment to high standards in environmental protection, health and safety, human rights, and ethical practices throughout its supply chain.

## 1. COMPLIANCE WITH THIS CODE; CONFLICTS OF INTEREST

Suppliers and their employees, agents, subcontractors, and sub-tier suppliers (collectively "Suppliers") must adhere to this code when conducting business with or on behalf of Alianza, LLC and its affiliates (collectively "Alianza"). Suppliers must ensure their subcontractors and sub-tier suppliers comply with this code for Alianza-related work and promptly report any violations to their Alianza contact.

Suppliers must implement appropriate safeguards against actual or perceived conflicts of interest. Suppliers must immediately disclose any conflicts, including financial interests that Alianza employees hold in the Supplier's business, or family and personal relationships with Alianza personnel that could create or appear to create a conflict of interest.

Alianza values transparent communication with all business partners. Suppliers must make this Code of Conduct available to their employees in their primary business language.

Suppliers must comply with all applicable laws as well as this code. If the standards in this code exceed legal requirements but remain consistent with the law, Suppliers must adhere to both.

Suppliers are responsible for implementing and monitoring improvement programs designed to achieve conformance with this code. Although Suppliers are expected to self-assess and demonstrate their compliance with this code, Alianza may conduct audits to verify compliance, with scope and notice requirements proportionate to supplier risk. For material breaches, Alianza may terminate immediately. For non-material breaches, Supplier shall have thirty days to cure following written notice, except where immediate termination is required by law or necessary to protect Alianza's interests.

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## 2. LEGAL AND REGULATORY COMPLIANCE

Alianza Suppliers shall, without limitation, meet the following requirements:

**2.1 Trade.** Suppliers providing goods, software, technology, or services subject to export controls shall comply with applicable import/export laws and must:

- a. Provide advance notice of any controlled technologies, products, or technical data
- b. Ensure they are not owned or controlled by restricted parties, including those in embargoed jurisdictions or affiliated with prohibited military/intelligence organizations
- c. Avoid actions that would cause Alianza to violate trade laws or face sanctions, penalties, legal action, or government investigations

**2.2 Antitrust.** Suppliers shall conduct business in full compliance with antitrust and fair competition laws that govern the jurisdictions in which they conduct business.

**2.3 Anti-Corruption.** Alianza prohibits all corrupt payments, including facilitating payments. Suppliers must comply with the FCPA, UK Bribery Act, and all applicable anti-corruption and anti-money laundering laws. Suppliers shall not directly or indirectly offer anything of value (gifts, travel, hospitality, charitable donations, employment, etc.) to any Government Official or other party to improperly influence decisions or promote Alianza's business interests. All business dealings must be transparent and accurately reflected in books and records. Suppliers must implement monitoring, recordkeeping, and enforcement procedures to ensure compliance and report any unethical conduct, bribery, or kickbacks to Alianza.

"Government Official" includes government employees, elected officials, private persons acting on behalf of government entities, employees of government-controlled companies, political candidates and party officials, and representatives of public international organizations.

**2.4 Telecommunications Regulatory Compliance.** Suppliers providing telecommunications services, network infrastructure, or telecommunications equipment to Alianza shall comply with all applicable telecommunications laws and regulations relevant to the services or products they provide, including FCC regulations, CALEA requirements where applicable, and Section 889 of the NDAA (covered telecommunications equipment prohibition). Such suppliers must notify Alianza within 24 hours of any regulatory investigations or enforcement actions that could materially impact Alianza's operations.

**2.5 Data Protection and Privacy.** Alianza values, protects, and defends privacy. Suppliers handling personal data shall:

- a. Comply with all applicable privacy and data protection laws (including GDPR, CCPA, and other jurisdictional requirements)
- b. Implement appropriate technical, organizational, and security measures to protect personal data and international data transfers
- c. Use and process personal data only as agreed with or instructed by Alianza, for specified legitimate purposes, applying data minimization principles
- d. Execute required data processing agreements, maintain documentation of processing activities, and conduct Data Protection Impact Assessments as required by law
- e. Notify Alianza within 24 hours of any data breaches or security incidents involving Alianza or customer data
- f. Cooperate with Alianza's compliance efforts, respect individual data rights (access, rectification, erasure, and portability), and respond to data subject requests and regulatory authorities
- g. Not disclose, sell, share, or use personal information except as specified in the agreement with Alianza, with approved sub-processors (section 3.6), or as required by law (with prior notice to Alianza where legally permissible)
- h. Comply with AI and automated decision-making requirements (section 7.1)

### 3. BUSINESS PRACTICES AND ETHICS

Alianza Suppliers shall be open, honest, and transparent in all discussions and conduct business interactions and activities with integrity and trust. Suppliers shall, without limitation, meet the following requirements:

**3.1 Disclosure of Information.** If requested, Suppliers must disclose information on human rights, health and safety, environmental practices, business activities, structure, financial situation, and performance per applicable regulations and industry practices. Falsification or misrepresentation may result in termination. Record retention requirements are in section 7.4.

When requested and in accordance with privacy laws, Suppliers must provide documentation and personnel access for supply chain due diligence, including forced labor verification and subcontractor information.

**3.2 Management System.** Suppliers must maintain compliance policies and procedures proportionate to their operations and risk level. High-risk suppliers must implement formal management systems aligned with OECD Due Diligence Guidance. All suppliers must have assigned compliance responsibility, relevant training, and mechanisms to identify and address compliance issues.

**3.3 Gifts and Entertainment.** Business courtesies to Alianza employees must be modest, infrequent, and in the normal course of business. Do not offer anything that might influence judgment or obligate employees, and do not accept anything that compromises your ability to act in Alianza's best interests. Suppliers are prohibited from paying expenses for government officials on Alianza's behalf without prior written approval from Alianza's legal or compliance department.

**3.4 Responsible Sourcing of Raw Materials.** Suppliers providing hardware or physical products shall: a. Comply with responsible sourcing standards, including conflict minerals regulations b. Maintain supply chain traceability documentation as required by law c. Comply with requirements regarding restricted substances, packaging, labeling, and recycling.

**3.5 Subcontractors.** Suppliers must obtain prior written approval from Alianza before engaging subcontractors to perform work involving access to Alianza or customer data, systems, facilities, or other sensitive functions. For subcontractors processing personal data (sub-processors), Suppliers must obtain prior authorization, notify Alianza at least 30 days before any changes, impose equivalent data protection obligations, maintain a sub-processor register, and remain fully liable for their compliance.

Suppliers must flow down applicable provisions of this code to all subcontractors and remain responsible for their compliance.

**3.6 Insider Trading.** Suppliers are prohibited from buying or selling Alianza or another company's securities when in possession of material non-public information.

#### **4. HUMAN RIGHTS AND FAIR LABOR PRACTICES**

Alianza expects Suppliers to comply with all employment laws and respect human rights. Suppliers shall:

**4.1 Prohibit Discrimination and Harassment.** Maintain a workplace free of harassment, discrimination, and retaliation. Provide equal opportunity regardless of age, race, gender, religion, disability, or other protected characteristics.

**4.2 Prohibit Child Labor.** Not employ anyone under age 15, under compulsory education age, or under legal minimum working age, whichever is greatest.

**4.3 Prohibit Forced Labor.** Not use forced, bonded, prison, or trafficked labor. All work must be voluntary. Workers must be free to terminate employment with reasonable notice. No recruitment fees may be charged to workers.

**4.4 Provide Fair Compensation.** Pay wages in accordance with applicable laws and provide legally mandated benefits. Provide clear wage statements each pay period.

**4.5 Treat Workers with Dignity.** Prohibit harsh treatment, violence, harassment, or abuse. Maintain humane treatment policies and communicate them to workers.

**4.6 Provide Grievance Mechanisms.** Provide confidential channels for workers to raise concerns without retaliation.

**4.7 Freedom of Association.** Suppliers shall respect workers' rights to form and join trade unions, bargain collectively, and engage in peaceful assembly, or to refrain from such activities, in accordance with local law.

#### **5. HEALTH AND SAFETY**

Alianza is committed to the health and safety of people who work on our behalf. Suppliers must maintain safe work environments and comply with all applicable health and safety laws relevant to the services they provide to Alianza.

**5.1 Safe Work Environment.** Suppliers must ensure workers performing services under an Alianza contract have access to a safe and healthy work environment at any location, in accordance with applicable laws and regulations. Suppliers must identify workplace hazards and implement appropriate controls.

**5.2 Emergency Preparedness.** Suppliers must maintain emergency response procedures including evacuation plans and emergency contact information and must conduct regular reviews to ensure effectiveness.

**5.3 Incident Reporting.** Suppliers must have systems to prevent, track, and report occupational injuries and illnesses. Any injury, illness, or near-miss event involving a Supplier employee and an Alianza employee at a contracted location must be reported to Alianza immediately at [hr@alianza.com](mailto:hr@alianza.com).

**5.4 Health and Safety Training.** Suppliers must provide workers with appropriate health and safety information and training for identified workplace hazards. Workers must be encouraged to raise safety concerns without retaliation.

## 6. ENVIRONMENTAL PROTECTION AND COMPLIANCE

Alianza is committed to environmental responsibility and expects Suppliers to share our commitment to minimize environmental impact.

**6.1 Environmental Compliance.** Suppliers must comply with all applicable environmental laws and regulations.

**6.2 Resource Conservation.** Suppliers are encouraged to implement practices to minimize waste, conserve energy, and reduce environmental impact through efficient operations, recycling, and use of renewable energy where feasible and commercially reasonable.

## 7. PROTECTING INFORMATION

Alianza Suppliers shall respect intellectual property rights, protect confidential information, comply with security standards, policies, and controls, and comply with privacy rules and regulations. Without limitation, Suppliers shall meet the following requirements:

**7.1 Intellectual Property and AI Protections.** Suppliers shall respect intellectual property rights, protect confidential information, and safeguard customer and Supplier information in all technology transfers.

**AI Training Prohibition:** Suppliers shall not use Alianza data to train, develop, or improve AI models without Alianza's express written consent. Suppliers must contractually require third-party AI providers to exclude Alianza data from training datasets.

**Use of AI Systems:** Suppliers using AI systems to process Alianza data shall disclose such use in advance, comply with applicable AI regulations (including GDPR Article 22 and EU AI Act), implement bias prevention measures, provide human oversight for high-risk decisions, maintain documentation of AI systems and risk assessments, and not input Alianza data into public AI systems without prior written consent.

**7.2 Security.** Suppliers shall implement security measures proportionate to the sensitivity of data accessed and in accordance with applicable agreements. These measures may include access controls, network security, vulnerability management, incident response, and employee training as appropriate to the services provided.

Suppliers shall report any potential security incident or data breaches that involve Alianza customer data, confidential information, or systems (whether internally or through a partner or Supplier) within 24 hours, to [DPO@alianza.com](mailto:DPO@alianza.com) or [privacy@alianza.com](mailto:privacy@alianza.com).

**7.4 Records Retention and Information Management.** Suppliers must maintain records demonstrating compliance with this Code during the term of the agreement and as specified in the contract or required by law. Alianza retains ownership of all Alianza confidential information and work product as specified in the agreement.

## 8. RAISING CONCERNS AND REPORTING QUESTIONABLE BEHAVIOR

To report questionable behavior or a possible violation of this code, Suppliers are encouraged to work with their primary Alianza contact in resolving their concern. If that is not possible or appropriate, please contact Alianza through the following methods:

Email: [legal@alianza.com](mailto:legal@alianza.com)

Email: <https://www.surveymonkey.com/r/anonymoushrdropbox>

Mail: Alianza LLC, Attention: Compliance Department, 1064 South North County Boulevard, Pleasant Grove, Utah, 84062, USA.

Alianza's reporting channels may be used to report possible non-compliance with this code by any entity or individual. Alianza will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of the code.

## 10. ACKNOWLEDGMENT AND ATTESTATION

By conducting business with Alianza, Suppliers acknowledge that they have received, read, understood, and agree to comply with this Supplier Code of Conduct. Suppliers must ensure their employees, agents, subcontractors, and sub-tier suppliers are aware of and comply with this code.

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Effective Date: October 2025	Next Review Date: October 2026
This code may be updated from time to time. Suppliers will be notified of material changes and are responsible for ensuring ongoing compliance with the current version.	

