

Supplier Code of Conduct

1.0 INTRODUCTION

Identity is a global experience agency trusted by some of the world's most recognisable governments, institutions, and brands to deliver at the highest level. From landmark government summits and historic ceremonial events to major international climate conferences, landmark civic celebrations, and world-class sporting occasions, through to immersive brand experiences for the names that define their industries, Identity brings the ambition, the capability, and the track record to make it happen.

Delivering projects such as these, at scale, across regions, for clients who trust us, means the standards Identity holds itself to have to extend to everyone who delivers alongside us.

The overall objective of the Supplier Code of Conduct is to build trusting and open relationships between Identity and its Supply Chain in order to drive improved performance throughout our supply chain. This Supplier Code of Conduct acts in a reciprocal way in respect of our suppliers and sets out the behaviours we would expect of each other.

This Code sets out what Identity expects of the businesses it works with. It applies to all suppliers, vendors, contractors, subcontractors, and their supply chains (collectively, "Suppliers"). It is a statement of the values and minimum standards Identity expects to share.

The Code draws on the UN Global Compact, the UN Guiding Principles on Business and Human Rights, ILO Core Labour Standards, and the OECD Guidelines for Multinational Enterprises. Where local law sets a higher standard, local law applies. Where this Code sets a higher standard, Identity expects Suppliers to meet it.

Compliance with this Code is a condition of doing business with Identity, alongside the Supplier Framework Agreement, any applicable NDA, Terms and Conditions and policies. Identity recognises that this places obligations on its Suppliers, and takes that seriously. Identity aims to be a fair, consistent, and transparent partner in return. Where this Code conflicts with the Supplier Framework Agreement, the Framework Agreement prevails. Identity is committed to an inclusive supply chain and encourages Suppliers to consider smaller and diverse businesses as sub-contractors where opportunities exist – and will not accept commercial practices that unreasonably exclude them.

2.0 ETHICS & INTEGRITY

Identity expects Suppliers to conduct their business honestly and with accountability - acting in ways they would be comfortable defending publicly. That means no bribery, no fraud, and no anti-competitive behaviour. It also means being transparent when things are complicated, including when conflicts of interest arise.

2.1 Anti-Bribery & Anti-Corruption

Suppliers must not offer, pay, solicit, or accept bribes, kickbacks, or any improper advantage - directly or through third parties. Facilitation payments are prohibited, even where locally practised. Gifts and hospitality must be reasonable, transparent, and not intended to influence decisions; Suppliers should log all offers and acceptances.

Suppliers must have in place robust anti-bribery and anti-corruption arrangements and communicate it to all employees and agents.

2.2 Fraud

Suppliers must not misrepresent products, services, qualifications, or financial information. Accurate records must be maintained at all times. Internal controls - including segregation of duties where appropriate - should be in place to detect and prevent fraud. Any suspected or confirmed fraud involving Identity's contracts or assets must be reported to Identity without delay.

2.3 Conflicts of Interest

Suppliers must identify and manage any conflict of interest - real, potential, or perceived - that arises in connection with their work for Identity. Any conflict must be disclosed to Identity promptly; where one is identified, it must be resolved before the related activity proceeds.

2.4 Fair Competition

Suppliers must comply with all applicable competition and antitrust laws. Price-fixing, market allocation, bid-rigging, and other anti-competitive conduct are not acceptable.

2.5 Professional Conduct

Identity works across private and public sector clients globally. How Identity's Suppliers conduct themselves reflects on Identity, and on its clients. Identity asks that Suppliers and their employees act professionally, impartially, and in line with the values in this Code - including a positive duty to prevent breaches, not just to avoid committing them.

Suppliers must not misuse their position to obtain an advantage for themselves or others, or to cause detriment to Identity or any other party.

Suppliers should proactively notify Identity of significant events or incidents that could affect their ability to perform, or that suggest a risk of breach of this Code - including risks further down their supply chain. Where Identity has a duty to report a breach to a relevant authority, Identity will expect full cooperation.

3.0 HUMAN RIGHTS & MODERN SLAVERY

All Suppliers must both comply with all applicable human rights and employment laws in the jurisdictions in which they work. Identity will not work with businesses that profit from exploitation. This reflects Identity's values, and what its clients and audiences expect. In addition, Suppliers must have robust means of ensuring that the subcontractors in their supply chain also comply.

3.1 Forced & Compulsory Labour

Suppliers must not use, support, or benefit from forced labour, bonded labour, trafficked labour, prison labour (except under conditions consistent with ILO standards), or any form of modern slavery or human trafficking. Workers must be free to leave employment with reasonable notice and without penalty. Suppliers must not retain workers' identity documents, passports, or personal belongings, and must never charge workers recruitment fees. Where a worker has paid fees, a documented reimbursement process must exist.

3.2 Child Labour

Suppliers must not employ anyone below the minimum working age under local law, or below 15 years of age - whichever is higher - in line with ILO Conventions 138 and 182. The threshold is 16 for hazardous work. Workers under 18 must not be assigned to night shifts, hazardous tasks, or work that interferes with their education.

3.3 Non-Discrimination & Equal Opportunity

Suppliers must not discriminate in hiring, compensation, promotion, training, or termination on the basis of race, colour, sex, gender identity, sexual orientation, nationality, ethnicity, religion, disability, age, pregnancy, political opinion, trade union membership, or any other protected characteristic. Every worker is entitled to dignity and a workplace free from harassment and abuse. Suppliers should maintain a safeguarding policy to prevent sexual exploitation, abuse, and harassment and provide relevant training.

Suppliers are encouraged to look for opportunities to improve gender equality and support a diverse and inclusive workforce.

3.4 Modern Slavery Reporting

Where required by applicable law, Suppliers must publish an annual Modern Slavery Statement or equivalent disclosure and provide a copy to Identity on request.

3.5 Indigenous & First Nations Peoples

Where Suppliers' activities may affect indigenous peoples - including First Nations, Aboriginal and Torres Strait Islander peoples, Native American tribes, Māori, Sámi, and other communities recognised under national or international law - Suppliers are expected to engage with genuine respect and cultural sensitivity. Suppliers must obtain free, prior and informed consent (FPIC) in line with the UN Declaration on the Rights of Indigenous Peoples

and ensure that any partnership delivers equitable and lasting benefit to the communities involved. When sub-contracting, Suppliers are strongly encouraged to seek out and support businesses owned or led by indigenous peoples.

4.0 EMPLOYMENT STANDARDS & WORKERS' RIGHTS

The standards in this section apply across all of a Supplier's operations and jurisdictions. Identity believes that treating people well and running a successful business are not in conflict - and expects Suppliers to share these values.

4.1 Wages & Benefits

Suppliers must pay at least the legally mandated minimum wage, or the relevant industry benchmark if higher, along with all legally required benefits - on time and in full. Wage deductions must only be made as permitted by law and must never be used as discipline. Workers must receive clear, written information about their pay and deductions.

Suppliers are encouraged to pay a living wage in line with a recognised benchmark for their region and to pursue relevant accreditation where available. Wages must be paid into a bank account or by equivalent secure means.

4.2 Working Hours

Working hours must not exceed applicable legal limits. Where no legal limit exists, hours should not regularly exceed 60 per week including overtime, in line with ILO guidance. All workers are entitled to at least one rest day in every seven-day period, in line with ILO Conventions 14 and 106. Overtime should be voluntary and compensated at the appropriate premium rate.

4.3 Freedom of Association & Collective Bargaining

Suppliers must respect workers' rights to form, join, or not join trade unions, and to engage in collective bargaining, in accordance with ILO Conventions 87 and 98 or equivalent requirements in relevant jurisdictions. Where freedom of association is restricted by law, Suppliers should provide alternative means for workers to raise concerns collectively. There must be no retaliation against workers for exercising these rights.

4.4 Employment Contracts

All workers must receive a written contract or terms of employment in a language they understand before commencing work. Short-term or zero-hours contracts must not be used excessively to circumvent workers' legal entitlements. Contracts must accurately reflect the actual working relationship; misclassification of employment status is prohibited. Suppliers must ensure all workers have the legal right to work in the relevant jurisdiction and maintain appropriate records to verify this.

4.5 Migrant Workers

Migrant workers must have the same rights and protections as domestic workers. No worker should be recruited under false pretences or misled about the nature, location, or terms of their employment.

5.0 HEALTH & SAFETY

A safe workplace for all is a basic expectation. Suppliers must provide healthy, safe, and secure working environments in compliance with all applicable laws of jurisdiction in which they are operating.

Hazard identification, risk assessments, and ongoing risk mitigation should be standard practice. Equipment and facilities must be properly maintained. Adequate personal protective equipment must be provided free of charge where required, and workers must receive appropriate training in a language they understand. All workers are entitled to appropriate rest breaks and adequate welfare.

Suppliers must maintain documented emergency response plans including first aid and firefighting/evacuation, conduct regular drills, and - where worker accommodation is provided - ensure it meets minimum habitability standards.

In addition to the reporting of incidents and occupational illness in line with applicable regulations, Identity must be notified of any serious incident affecting personnel working on Identity's behalf.

6.0 ENVIRONMENTAL RESPONSIBILITY

Identity is committed to reducing its environmental footprint, and expects its supply chain to share that commitment.

6.1 Legal Compliance & Environmental Management

Suppliers must comply with all applicable environmental laws and regulations covering air emissions (including gases and particulates), discharges to water and land, wastewater, waste disposal, hazardous materials, and land use. Suppliers are encouraged to hold or work towards ISO 14001 or equivalent certification, adopt circular economy principles in the design and delivery of goods and services, and take all measures necessary to prevent environmental damage arising from their work, including site-specific impacts on local environments and communities at project locations.

6.2 Climate & Net Zero

Suppliers should measure and disclose Scope 1, 2, and - where material - Scope 3 greenhouse gas emissions in line with the GHG Protocol and applicable legal requirements. Suppliers should set and pursue credible, science-based emissions reduction targets aligned with the Paris Agreement. Identity records all emissions associated with its operations and will

expect suppliers to be open and transparent in contributing to that measurement by providing data on materials, waste, transportation, accommodation, and energy use on request.

Suppliers should identify opportunities to minimise use of environmentally damaging substances, minimise resource use, reduce waste, and support the net zero transition through reduced emissions and energy use.

6.3 Hazardous Materials

Suppliers must handle, store, transport, and dispose of hazardous materials safely and lawfully. Material safety data sheets and a risk assessment with appropriate control measures must be provided for any substances being supplied. Substances prohibited by applicable law must not be used.

6.4 Biodiversity, Deforestation & Heritage

Suppliers must not engage in unlawful deforestation or activities that materially harm protected ecosystems. Where relevant to their scope of supply, Suppliers must plan for the protection of species, habitats, and heritage or archaeological features - including monuments, protected locations, and buildings.

7.0 FINANCIAL CONDUCT & INTEGRITY

7.1 Financial Records

Suppliers must maintain accurate, complete, and transparent financial records in accordance with applicable law and generally accepted accounting principles. No false, misleading, or off-book entries are permitted.

7.2 Anti-Money Laundering & Sanctions

Suppliers must comply with all applicable anti-money laundering and counter-terrorism financing legislation, maintain appropriate controls and screening to prevent use of their business for money laundering or terrorist financing. Suppliers must comply with all applicable trade and financial sanctions regimes. Suppliers must comply with all applicable tax laws and must not engage in abusive tax avoidance arrangements contrary to the spirit of the law. All invoices, quotes, and tender submissions must be accurate, not inflated, and free from collusion.

7.3 Prompt Payment

Suppliers are expected to pay their own sub-contractors promptly and to reflect agreed payment terms in their sub-contracts. Delayed payment to sub-contractors as a cash management tool is not acceptable.

Suppliers are encouraged to align with applicable prompt payment schemes in their jurisdiction.

8.0 CONFLICT-AFFECTED REGIONS & RESPONSIBLE SOURCING

8.1 Conflict-Affected & High-Risk Areas

Suppliers must not, and must take reasonable steps to ensure they do not, source materials, components, or services from - or trade with - entities in conflict-affected or high-risk areas in ways that fund armed groups, contribute to human rights abuses, or breach applicable sanctions. Suppliers must conduct appropriate due diligence on their supply chains regarding conflict minerals (tin, tantalum, tungsten, and gold - "3TG") in line with the OECD Due Diligence Guidance and applicable regulations, including the EU Conflict Minerals Regulation or equivalent. Suppliers must screen their own supply chains against applicable sanctions lists and notify Identity immediately of any potential exposure.

8.2 Dual-Use Goods & Export Controls

Suppliers must comply with all applicable export control laws and regulations in the jurisdictions in which they operate, governing the supply, transfer, or licensing of goods, software, or technology that have both civilian and military applications. Suppliers are expected to maintain appropriate internal controls to identify, classify, and manage dual-use items across their operations and supply chains, and must ensure that all required licences or authorisations are obtained prior to any transfer or transaction. Suppliers must not knowingly supply goods, software, or technology to restricted end-users, prohibited destinations, or for end-uses that violate applicable controls.

9.0 DATA PROTECTION & CYBERSECURITY

9.1 Data Protection

Suppliers who process personal data on behalf of Identity or its customers must comply with all applicable data protection and privacy laws for the operational jurisdiction.

9.2 Cybersecurity

Suppliers must maintain appropriate cybersecurity controls, including access controls, encryption where appropriate, vulnerability management, and incident response plans. Suppliers that process, store, or transmit Identity data - or have access to Identity systems - must hold, or be actively working towards, Cyber Essentials Basic, ISO 27001, or an equivalent certification for the local jurisdiction, and must provide evidence on request.

Confirmed or suspected breaches involving data within Identity's scope of work must be notified to Identity without undue delay from discovery. Suppliers should conduct regular penetration testing and vulnerability assessments, remediate critical findings promptly, and manage access to Identity systems on a principle of least privilege. Suppliers must protect Identity's confidential information and intellectual property and use it only for its intended purpose.

10.0 WHISTLEBLOWING

10.1 Raising Concerns

Suppliers must provide workers and stakeholders with accessible, confidential, and non-retaliatory channels to raise concerns about suspected breaches of this Code, applicable law, or ethical standards. Suppliers with 50 or more employees should operate a formal whistleblowing or ethics process, publicise it to all staff, and log and investigate all reports with documented outcomes. Any substantiated findings relating to work performed for Identity, including matters involving Identity personnel or assets, must be reported to Identity. Suppliers must prohibit retaliation against any individual who raises a concern in good faith and must communicate this clearly to all workers.

Concerns about a Supplier's compliance with this Code may be reported to DptCompliance@identityglobal.com or procurement@identityglobal.com. Reports may be made anonymously where permitted by local law and will be treated confidentially in accordance with Identity's Whistleblowing Policy.

11.0 SUPPLY CHAIN MANAGEMENT & SUB-CONTRACTING

11.1 Flow-Down Requirements

Suppliers must communicate the requirements of this Code to their own Suppliers and sub-contractors and take reasonable steps to ensure compliance throughout their supply chain. Sub-contracting must not be used as a means to circumvent the requirements of this Code. Suppliers must maintain up-to-date records of their material sub-contractors and be able to demonstrate, on request, how compliance obligations flow through their delivery chain. Where required by Identity, Suppliers must obtain prior written approval before engaging sub-contractors on work related to Identity.

11.2 Risk & SME Access

Risks should be borne by the party best placed to manage them. Suppliers must not inappropriately transfer risks down their supply chain through contract terms or commercial pressure.

Suppliers must not create barriers that unreasonably exclude smaller businesses from participating in the supply chain as sub-contractors.

12.0 MONITORING, AUDITING & COMPLIANCE

Suppliers must complete any procurement questionnaires or due diligence requests issued by Identity accurately and within the specified timeframe.

12.1 Audits & Assessments

Identity reserves the right - directly or through an authorised third party - to conduct audits of Suppliers to assess compliance with this Code, on reasonable notice except in cases of

serious concern or identified non-compliance. Suppliers must cooperate fully, provide access to relevant facilities, records, and personnel, and must not obstruct the audit process.

Suppliers are encouraged to perform periodic self-evaluations of their own facilities and operations and those of their sub-contractors.

12.2 Corrective Action

Where a Supplier is found to be non-compliant, they must work with Identity to agree and implement a time-bound Corrective Action Plan. A plan must include: a root cause analysis; specific remediation steps with named responsible owners; a firm completion date; and measurable success criteria. Identity reserves the right to verify completion through follow-up audit.

Where a breach involves potential harm to individuals, Identity may require immediate cessation of the relevant activity pending investigation. Identity also reserves the right to report serious breaches to relevant regulatory authorities. Persistent or serious non-compliance may result in suspension or termination of the commercial relationship.

12.3 Record Retention

Suppliers must maintain records sufficient to demonstrate compliance with this Code for a minimum of the period of engagement with Identity plus three years, or longer where required by applicable law.

13.0 GOVERNANCE & ACCOUNTABILITY

Suppliers must designate a senior individual with responsibility for overseeing compliance with this Code, and ensure that adequate resources, training, and controls are in place. By entering into or continuing a commercial relationship with Identity, Suppliers confirm they have read, understood, and agree to comply with this Code. Identity may request formal written acceptance as a condition of contract. Identity reserves the right to update this Code to reflect changes in law, best practice, or Company policy. Suppliers will be notified of material changes and given a reasonable period to ensure compliance.

14.0 DOCUMENT INFORMATION

Issue date: June 2026

Next review date: June 2027

For any queries about this Code, contact procurement@identityglobal.com or DptCompliance@identityglobal.com.