



## SUPPLIER CODE OF CONDUCT

Dear Supplier:

RRD is a leader in our industry because we continuously strive to create and sell the best products and services while championing ethical business values that go well beyond minimum legal requirements.

This RRD Supplier Code of Conduct defines and implements these core values. The Code sets forth key rules to help Suppliers understand RRD's business values and responsibilities as a supplier to RRD. Please read the Code carefully and in its entirety, and reference it frequently as a guide to making the right decisions as an RRD Supplier.

Together, our reputation and success depends upon the commitment that you make to understand and uphold RRD's values and to behave ethically in all business dealings. As a Supplier, you are expected each day to make the commitment to uphold the standards of business conduct outlined in this Code. We appreciate your equal commitment to integrity.



**Dan Knotts,**  
RRD President and Chief  
Executive Officer



**Deb Steiner,**  
Executive Vice President,  
General Counsel,  
Corporate Secretary and Chief  
Compliance Officer



## **PURPOSE AND SCOPE**

This Supplier Code of Conduct (this “Code”) sets out RRD’s principles and expectations as to how suppliers and their employees, agents, representatives and subcontractors who supply goods and services to RRD (hereinafter “Supplier”) are to conduct business with and deal with RRD.

RRD’s values are built on providing excellent service to our clients, both internal and external. Our work ethic promotes teamwork, personal responsibility for high performance, diversity for growth, and integrity in everything we do. RRD and all of its employees have a duty to comply with applicable laws, rules, and regulations and are expected to behave responsibly and ethically.

RRD expects its Suppliers to operate with comparable values and in a manner which is consistent with prudent business practices and our Principles of Ethical Business Conduct (“PEBC”) which can be found here: <https://www.rrd.com/supplier-info/ebc>

Suppliers must adhere to this Code while conducting business with or on behalf of RRD and adopt an internal control system to ensure compliance. Suppliers must promptly inform their RRD contact or a member of RRD management whenever any situation develops that causes Supplier to violate this Code. Suppliers must also cooperate with any investigation of a violation of this Code by RRD or RRD’s agents.

## **INTEGRITY AND COMPLIANCE WITH LAWS**

Fundamental to the Code is the understanding that a business, in all of its activities, must operate in full compliance with the laws, rules and regulations of the countries in which it operates.

### **Compliance with Laws**

Suppliers shall comply with all applicable laws, rules, and regulations of the jurisdictions in which they operate.

### **Conflicts of Interest**

A financial or any other relationship between a Supplier and an RRD employee (or a family member or friend of an RRD employee) that could involve a financial benefit or other personal or competing interest may create an actual, potential or perceived conflict of interest for RRD and/or a Supplier. A conflict of interest arises when the personal interests of an RRD employee and the Supplier (or its employees or agents) are inconsistent with his/her/its business responsibilities to RRD or the Supplier. All such conflicts or potential conflicts must be disclosed and approved or corrected. Even the appearance of a conflict of interest may be damaging to RRD and to the Supplier, and must be disclosed and approved in advance by the RRD Chief Compliance Officer.



In their relationship with our employees, Suppliers must not try to gain improper advantage or preferential treatment for other relationships they may have with us (for example, as a client).

### **Gifts and Entertainment**

Supplier must use good judgment with exchanging business courtesies. The nature of the gifts or entertainment must not, by their quality, quantity or timing, be used by Suppliers to gain or attempt to gain improper advantage or preferential treatment. RRD expects that Suppliers will maintain appropriate records of exchanges of gifts and entertainment with RRD employees. Further, Suppliers may not provide any gifts, travel or entertainment of any value to any third party, directly or indirectly, on behalf of RRD or one of its employees, and may not make any type of political contribution or charitable donations on behalf of RRD or an employee of RRD.

Even if a gift, travel or entertainment offering is permitted, it must only be offered if it is (a) appropriate (no cash or cash equivalents or other excluded gift type, does not create an actual or perceived perception of impropriety, and complies with all laws, rules and regulations applicable to the parties, including RRD's gift policy), (b) of reasonable value, and (c) with full transparency and recording of its value.

### **Anti-bribery and Anti-Corruption**

Corruption violates the public's trust, threatens economic and social development, and hurts fair trade. All forms of corruption, such as bribery, kickbacks, extortion, and embezzlement, are strictly prohibited.

RRD prohibits giving anything of value directly or indirectly to a government official or employee of a state-owned or state-controlled enterprise, political parties, candidates for political office, or officials of a public international organization or to the spouse, significant other, child, or other relative of any such person, for the purpose of influencing or rewarding an action or decision of the government or public sector employee or official or to gain any improper advantage for RRD, or obtaining or retaining business. "Anything of value" is intended to be broad and covers not only money, but also gifts, lavish or excessive entertainment, funding of personal travel such as sightseeing, contributions to charity, and employment opportunities. RRD also prohibits facilitation or facilitating payments, which are payments to an official to speed up or expedite routine government actions, including processing and approving applications and permits.

Suppliers are prohibited from offering, promising, authorizing, directing, paying, making, or receiving any bribes, kickbacks, or payments of money or anything of value (directly or indirectly) to any potential or existing non-governmental business partner, including suppliers,



vendors, agents, consultants, clients, customers or other third parties to obtain or retain business or to secure a business advantage in order to improperly obtain business or any other advantage for RRD or Supplier. The Foreign Corrupt Practices Act (“FCPA”) and other similar international anti-corruption laws outlaw bribery. Penalties for violating these laws are severe and can include prison time and large fines for individuals. RRD also prohibits all forms of money laundering, which involves disguising, channeling unlawfully obtained money, or transforming such money into legitimate funds.

RRD is committed to doing business with integrity and in compliance with the highest anti-corruption standards. Suppliers will conduct themselves with honesty, fairness, and high ethical standards, as well as abide by all anti-corruption and anti-bribery laws and avoid even the appearance of impropriety or a conflict of interest in all business interactions worldwide, including as set out in RRD’s Anti-Bribery and Anti-Corruption Policy, available for review on RRD’s website. Suppliers must immediately report signs of any personnel, representative, or partner behaving unethically.

#### **Avoiding unfair business practices**

RRD is fully committed to competing fairly and complying with antitrust and competition laws in every country where it does business and expects Suppliers to do the same. Suppliers shall not fix prices or rig bids with Supplier’s competitors. Likewise, Suppliers shall not allocate customers or markets between itself and Supplier’s competitors, or exchange current, recent, or future pricing information between itself and Supplier’s competitors. Suppliers shall otherwise comply with all applicable antitrust and competition laws. Suppliers are expected to understand and comply with all applicable fair business, advertising and competition laws including anti-trust laws.

#### **Unauthorized Lobbying on RRD’s behalf**

Suppliers may not undertake any type of lobbying or other similar efforts on RRD’s behalf before any kind of government entity, official body or representative without the express, written consent of RRD’s Chief Compliance Officer.

#### **Respecting Intellectual Property Rights, Privacy, and Data Protection**

RRD respects the intellectual property rights of others and expects Suppliers to respect RRD’s intellectual property rights. Any transfer, use, downloading, copying or reproduction of RRD’s technology, patents, trade secrets, trademarks, images, audio, written work or other copyrighted information, or other RRD proprietary information without RRD’s prior written consent is prohibited. Proprietary information includes source code, inventions or developments regardless of the stage of development, marketing plans, sales plans, competitive analysis, data, product development plans, pricing, potential contacts, mergers or acquisitions, financial plans or forecasts, and RRD employee and customer personal information. Supplier agrees that it will not



use in advertising, publicity or otherwise any trade name or trademark or any product, contraction, abbreviation or simulation thereof that is owned by RRD. Supplier agrees not to modify, alter, or deface any trademarks, service marks, or other intellectual property of RRD.

Suppliers are required to respect the reasonable privacy and confidentiality expectations of everyone with whom they do business, and appropriately protect all data that may come into their possession because of their relationship with RRD. This includes data relating to RRD, RRD employees, clients, and partners, and entails compliance with RRD's instruction related to privacy, data protection, and security laws and regulations when personal, confidential, proprietary, or other sensitive information is collected, stored, processed, transmitted, or shared.

Supplier must safeguard RRD's proprietary information from unauthorized use and access, except when disclosure is required by law. Supplier may not transfer, publish, use, or disclose RRD proprietary information other than as necessary in the ordinary course of business to perform work for RRD or as directed or authorized by RRD. Supplier must observe best industry data privacy standards. Materials that contain confidential information or that are protected by privacy standards must be stored securely and shared only internally with employees on a need-to-know basis and who are bound in writing to protect the confidentiality.

### **Inside Information and Information Barriers**

In their dealings with RRD, if Suppliers become aware of material, inside information about RRD or its clients, we expect Suppliers to have in place policies and procedures for the proper handling and use of that information.

These policies and procedures must meet applicable legal and regulatory requirements to prevent inappropriate access or disclosure of inside information. Suppliers may not buy or sell RRD's securities when in possession of material inside information or engage in any other action to take advantage of that information, including sharing that information with others.

### **Global Trade**

Suppliers selling, shipping, or distributing RRD's products, services and solutions, whether domestically or across international borders, must understand and comply with all import and export laws and regulations governing those activities, including any economic sanctions and trade embargoes imposed or approved by the United States' government and other governments with jurisdiction over the provided services and/or Supplier. In particular, RRD products, services and solutions cannot be shipped, exported, re-exported, distributed, or diverted to countries that are under a trade embargo, and are also prohibited to individuals, corporations, and other entities listed on the US or other government sanctioned or denied parties lists.



## **RESPONSIBLE BUSINESS PRACTICES**

Suppliers will respect intellectual property rights, protect confidential information, and comply with privacy rules and regulations.

### **Privacy and Information Security**

Suppliers must use information obtained through their relationship with RRD only for the purpose for which it is intended. Information received from or on behalf of RRD remains the exclusive property of RRD and may not be resold, published, or disclosed without written permission from RRD.

Suppliers must store information as agreed in its contract with RRD and have information security policies and procedures in place to secure access to our information in accordance with the best industry standards. At a minimum, Suppliers must maintain an appropriate level of security in relation to the risks and the nature of the data to be protected. Suppliers must notify RRD immediately of actual or suspected privacy breaches, security breaches, or unauthorized access or use of our information.

Suppliers must comply with all aspects of applicable Data Protection laws. Whenever accessing or disclosing personally identifiable or health information, Supplier must ensure that a legitimate business reason exists for the access or disclosure, that they share only the minimum amount of information necessary to achieve that business purpose, and that protected data is stored securely and transmitted over a secure network. A number of regulations govern the access and exchange of personal and health information, such as the Health Insurance Portability and Accountability Act in the United States and the General Data Protection Regulation of the European Union. RRD is committed to complying with these and all other relevant data privacy laws and regulations to ensure we appropriately safeguard confidential information, and RRD expects the same of its Suppliers. Any confirmed or suspected breach of confidential information must be reported immediately to RRD's Data Protection Officer at [dataprivacy@rrd.com](mailto:dataprivacy@rrd.com).

### **Business Resumption and Contingency Planning**

For some services performed by Suppliers, due to the significance for our businesses or the types of activities that may be involved, RRD requires that the Supplier's business continuity and disaster recovery plans are developed, maintained and tested in accordance with applicable regulatory, contractual and service level requirements.

### **Outsourcing and Subcontracting**

RRD recognizes that outsourcing is a practice that Suppliers may use to promote innovation, fill resource gaps, and/or create operational efficiencies. RRD also recognizes that Suppliers may need to use subcontractors in the performance of services. However, RRD expects Suppliers not to subcontract services they perform for RRD or outsource activities that directly impact the



delivery of goods and services to RRD, or involve RRD or our client's Personally Identifiable Information (PII) without our prior written approval. At no time may Supplier use or access PII or healthcare information offshore (outside of the United States or its territories) without written authorization. In situations where approval is given, it is important for RRD to know the locations where the work will be performed and the parties involved in the provision of the services. Outsourcing activities associated with PII require a contract in place between the Supplier and the subcontractor that ensures that the subcontractor adheres to all applicable Data Protection laws and regulations and meets all security and data processing requirements that are contractually stipulated between RRD and the Supplier.

In addition, Suppliers must monitor the outsourcing or subcontracting arrangement to ensure it complies with contractual obligations and with this Code, and provide evidence of such monitoring upon request.

## **RESPONSIBLE TREATMENT OF INDIVIDUALS**

RRD applies the principle that businesses have a responsibility to respect human rights and to avoid complicity in human rights abuses. RRD expects the health, safety, and well-being of people to be protected at all times and workers to be treated equally and with respect.

### **Respect and Diversity**

Suppliers must maintain workplaces characterized by professionalism, and respect for the dignity of every individual with whom Supplier interacts. Suppliers must respect the diversity of their employees, clients, and others with whom they interact, including respect for differences such as gender, race, color, age, disability, ethnicity, sexual orientation, nation of origin, religion, mental or physical disability, mental condition, pregnancy, marital status, genetic information, political affiliation, military and protected veteran status, or any other characteristic protected under applicable law.

Suppliers must not tolerate harassment, discrimination, violence, retaliation and other disrespectful and inappropriate behavior. Suppliers must respect the dignity of their own employees and the employees of other companies, adhere to principles of diversity, and maintain a respectful workplace, and provide an environment where all team members can contribute, develop, and fully use their talents.

### **Employment Practices**

Suppliers must abide by applicable employment standards, and labor, non-discrimination, and human rights legislation. Where laws do not prohibit discrimination, or where they allow for differential treatment, we expect Suppliers to be committed to non-discrimination principles and not to operate in a way that differentiates unfairly.



Forced, bonded or indentured labor or involuntary prison labor shall not be used under any circumstances. All workers will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to surrender government-issued identification, passports or work permits as a condition of employment.

The use of child labor shall not be used under any circumstances. The term “child” refers to any person under the age of 15. The employment of young workers below the age of 18 shall only occur in non-hazardous work and when young workers are above the Country’s legal age established for completing compulsory education. We support the use of legitimate workplace apprenticeship, internship and other similar programs that comply with all laws and regulations applicable to such programs.

Appropriate and reasonable background screenings, including investigations for prior criminal activity, shall be done by the Supplier to ensure the integrity and good character of the Supplier.

Working hours should be in compliance with local laws and all other applicable laws. Suppliers should compensate workers in a timely manner at pay rates that comply with applicable wage laws.

RRD has a zero-tolerance policy prohibiting human trafficking-related activities. Forced, bonded (including debt bondage) or indentured labor, commercial sex, involuntary prison labor, slavery, or trafficking of persons shall not be used. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services.

Suppliers shall not destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority. Suppliers shall not use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent has provided or arranged), any significant cost to be charged to the employee and, if applicable, the hazardous nature of the work. Where temporary labor agency or migrant workers are hired, processes must be in place to ensure that workers do not pay recruitment fees to gain employment. In cases where a fee was collected, the worker must be promptly reimbursed by the Supplier.

Suppliers must ensure that employees are free to speak up, including to management, without fear of retaliation. All forms of retaliation against workers for raising a workplace concern are strictly prohibited.





### **Freedom of Association**

RRD respects the right of employees to associate or not associate with any group, as permitted by and in accordance with applicable laws and regulations, and expects the same from its Suppliers.

### **Health and Safety**

RRD expects Suppliers to provide healthy and safe workplaces and comply with relevant health and safety laws, regulations, and practices. Suppliers must provide all their employees with adequate information and instruction including policies, regulations, practices, and necessary training on health and safety concerns in their native language to enable their employees to meet their responsibilities for the maintenance of a healthy and safe workplace.

### **Environment**

RRD recognizes its social responsibility to protect the environment, and Suppliers also must work to promote environmental sustainability. Suppliers are to assist in reducing our environmental footprint, conduct business in an environmentally responsible way, and offer environmentally responsible products and services. Supplier must obtain and maintain all required environmental permits and registrations and follow the operational and reporting requirements of such permits and keep the permits current. If applicable, Suppliers need to identify any chemicals or other materials that may be released, and which may pose a threat to the environment, and manage such chemicals or materials appropriately to ensure their safe handling, movement, storage, use, reuse, recycling, and disposal. All Suppliers are expected to conduct their business in compliance with all applicable environmental laws and regulations.

### **Record keeping**

Suppliers must not destroy any records that may be relevant to any pending or threatened legal or regulatory proceeding of which the Supplier becomes aware. Suppliers must maintain adequate and accurate internal records to ensure proper compliance with their obligations to RRD. Suppliers are responsible for ensuring that all records are retained and disposed of in accordance with all applicable laws and regulations.

### **Financial Integrity**

Suppliers must accurately document all transactions related to Supplier's contract with RRD and relevant order forms in Supplier's financial books, records, and statements, and in reports and other documents provided to RRD, and eliminate any improper, off-the-books side agreements, whether oral or written. The handling and disbursement of funds related to RRD business transactions must be pursuant to a duly authorized written RRD contract with clearly defined procedures. Documents must not be inappropriately altered or signed by those lacking proper authority. No undisclosed or unrecorded fund or asset related to any RRD transaction may be established or maintained for any purpose.



Supplier's financial books, records, and statements must properly document all assets and liabilities and accurately reflect all transactions related to RRD products and services. Supplier's business records must be retained in accordance with record retention policies and all applicable laws and regulations.

Furthermore, Supplier must establish and maintain internal financial and other controls that ensure that Supplier's transactions are executed and expenditures are kept in accordance with the appropriate authorization(s), and that Supplier spends money responsibly and appropriately. If requested by RRD, Supplier will furnish records including proof of execution for expenditures made in connection with RRD.

### **Code Compliance and Monitoring**

Supplier shall maintain internal controls to ensure compliance with this Code. Upon request by RRD, Supplier shall furnish RRD with information on its compliance with the terms of the Code and assist in any audit being conducted by RRD or its representatives. RRD may separately require a Supplier to periodically confirm in writing that they meet the requirements of this Code. Failure to comply with this Code may result in the termination of a Supplier's relationship with RRD.

Suppliers shall promptly notify RRD's Chief Compliance Officer regarding any known or suspected improper behavior relating to RRD, or any known or suspected improper behavior by RRD employees or agents. Suppliers can report any concerns by contacting RRD through email, phone, web portal or postal mails as set out on our internet site and below.

### **Reporting Violations**

Suppliers must report to RRD any questionable conduct, including conduct of any RRD employee, that Supplier believes in good faith to be an actual, apparent, or potential violation of this Code. Prompt reporting of violations is in the best interest of everyone. Reports will be handled as confidentially as practicable.

RRD maintains an open-door policy with regard to any questions, including any questions related to ethics and business conduct. To report an incident, Supplier may contact its local RRD contact or the Chief Compliance Officer.

Supplier may also call RRD's Compliance and Ethics Hotline toll-free (800-261-4921), 24 hours a day, seven days a week. Supplier may anonymously report an incident, where permitted by law, online at any time through the RRD Incident Reporting website, which is available at <https://www.RRDopenDoor.com>. Please note that certain restrictions might apply to Helpline reports in the European Union. A third party manages both the Helpline and Incident Reporting website.