

RXO

Effective January 2024



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DEFINITIONS

Throughout this Supplier Code of Conduct, the following words are defined as follows:

“RXO” or **“the Company”** means RXO, Inc. and any of its direct or indirect subsidiary or affiliate companies

“Supplier” means any vendor, service provider, independent contractor, or consultant, engaged by RXO to provide products or perform services on its behalf.

INTRODUCTION

RXO, a leading asset-light transportation provider, is committed to operating with the highest ethical standards and integrity. This Supplier Code of Conduct (**“Code of Conduct”**) contains the standards and principles RXO follows and expects its Suppliers to follow in providing products and/or services to or on behalf of RXO. The Code of Conduct supplements, but does not supersede, any Supplier contracts. In the case of a conflict between the Code of Conduct and a Supplier contract, the contract terms prevail unless otherwise stated in the contract. Failure to comply with the provisions of this Code of Conduct could lead to termination of a Supplier contract, depending on the seriousness of the failure.

Compliance with Applicable Laws and Codes

RXO expects its Suppliers, at a minimum, to comply with all applicable laws, regulations, codes, policies, and other requirements of the countries where they operate and the countries where they provide products and/or services to or on behalf of RXO. RXO expects Suppliers to conduct business in a sustainable and responsible manner, particularly with respect to human rights, health and safety, the environment, and anti-corruption. Suppliers must cooperate with RXO in all matters relating to corporate responsibility and strive to use best practices in this area. All RXO Suppliers are required to comply with this Code of Conduct.

We also require our Suppliers to ensure that their subcontractors and other third parties assisting to provide products or services to RXO are made aware of and agree to comply with the principles set out in this Code of Conduct.

BUSINESS ETHICS

Corruption

RXO does not tolerate bribery or corruption in any form, whether directly or indirectly, when conducting business. Accordingly, the Supplier must comply with all applicable anti-corruption laws and must not pay, authorize, promise, offer to pay, or accept bribes, kickbacks, facilitation payments, or gratuities related to any business or operations it has undertaken on behalf of RXO or RXO's customers. This includes offering or making payments to third parties where there is reason to believe that even a portion of the payment will be offered to someone else for an improper purpose. Such payments must not be offered or made even in countries where bribery, facilitation payments and/or kickbacks are legal or considered normal business practice.

Gifts and Entertainment

Suppliers must compete on the merits of their products and/or services. The Supplier must not request, give, or accept gifts, including entertainment (e.g., business meals, event tickets, golf outings, etc.) that could create or appear to create improper influence on a business relationship or decision. Suppliers must ensure the offer or receipt of any business courtesy is business related, permitted by local law, does not violate the recipient organization's policies, is modest in value, is customary under the circumstances, and does not give an appearance of impropriety or negatively impact the reputation of RXO. Gifts of cash or cash equivalents, such as gift cards, as well as gifts to government officials and government-owned entities are never permissible.

Conflicts of Interest

RXO makes all Supplier-related decisions, including purchasing decisions, solely on the Supplier's qualifications to provide the required products or perform the required services. Personal relationships or friendships can never be a consideration in selecting a Supplier.

Suppliers must immediately disclose any actual or potential conflict of interest to RXO, including whether any RXO employee has any type of interest in the Supplier, prior to beginning services or providing products or whenever they arise throughout the relationship.

International Trade

The Supplier must obtain any required authorization to permit the export or import of goods, services, or data and must comply with all the authorization's terms and conditions. The Supplier will comply with applicable United States export control and trade sanctions laws and regulations and those of any other governing authority that apply to a particular transaction. The Supplier must not conduct business with or for, any party in U.S. embargoed or sanctioned countries or regions, or any party subject to a U.S. debarment or economic sanction, unless the Supplier has received appropriate U.S. government authorization and prior written approval from RXO Ethics and Compliance at Ethics@rxo.com. In addition, the Supplier must not participate in any boycotts not authorized by U.S. law, such as restrictive contract provisions designed to limit trade with Israel.

Competition

The Supplier must abide by all applicable antitrust and fair competition laws. Specifically, the Supplier cannot enter into any agreement or arrangement to limit competition or gain an improper advantage such as price fixing, price discrimination or any other unfair trade practice that could unlawfully restrain competition.

Confidential Information

The Supplier must protect all confidential, proprietary, and otherwise sensitive information obtained during its relationship with RXO. The Supplier must properly safeguard and obtain RXO's approval before disclosing or using the information for any purpose outside the contract scope. The Supplier must have a written information security program designed to protect information from unauthorized access, use, disclosure, modification, or destruction and to ensure the confidentiality, integrity, and availability of RXO's information. To the extent Supplier handles any personal information, which shall be treated as confidential information, Supplier must comply with all applicable data privacy laws, rules, and regulations.

Money Laundering and Terrorism

The Supplier must not engage in money laundering schemes and will take all necessary steps to prevent money laundering within its business operations. The Supplier must not finance terrorism and must not deal with companies that are related to terrorism or financing terrorist activities.

Use of Subcontractors / Subagents

Suppliers must disclose the names of all subcontractors and subagents engaged to perform services for or on behalf of RXO. In addition, Suppliers must take the steps necessary to ensure the principles of this Code of Conduct are communicated, understood, and adhered to by those subcontractors or subagents.

HUMAN RIGHTS

RXO is committed to conducting business in a manner that respects the human rights and dignity of all people. RXO expects its Suppliers to treat people with respect and dignity, encourage diversity and diverse opinions, promote equal opportunity, and foster an inclusive and ethical work environment. RXO does not tolerate any conduct that contributes to, encourages, or facilitates human trafficking, child labor, forced or compulsory labor, or any other human rights abuses.

Non-discrimination

The Supplier must not engage in any discriminatory, abusive, harassing, or offensive conduct, whether verbal, physical, or visual, towards its employees, sub-contractors or agents and must have in place policies to this effect. The Supplier must make employment decisions without regard to race, color, age, gender, religion, national origin, mental or physical disability, medical condition, family or medical leave status, marital status, sexual orientation, gender identity, or any other basis protected by law. A worker enduring harassment or discrimination must be able to report the facts to an appointed representative from the Supplier and/or to RXO and must be protected from retaliation when reporting such facts in good faith.

Child Labor

The Supplier must not use child labor. All workers must be of at least the minimum age to comply with the national and local laws regarding child labor.

Forced or Compulsory Labor

The Supplier must comply with applicable local laws and regulations prohibiting human trafficking in the countries in which it operates. Servitude, human trafficking, slavery, detention of migrants or the use of involuntary prison labor or undocumented workers are expressly and always prohibited when providing products or performing services for RXO. The Supplier shall not retain employees' government-issued identification, passports, or work permits as a condition of employment nor restrict employees' freedom of movement through confinement, imprisonment, or detainment during or outside of work hours at any location, including worksites or employee residences.

Working time

Suppliers must ensure that working time is reasonable and in accordance with applicable laws and regulations. For transport Suppliers, the Supplier must abide by the applicable laws regarding the resting hours of its drivers and the maximum working hours allowed per week.

Compensation

Suppliers must compensate their workers in compliance with statutory or agreed state or national minimum standards, whichever is greater, including for wages, overtime hours and legally mandated benefits. The Supplier must ensure equal pay for equal work on the basis of equal skills, regardless of a worker's status (migrant, temporary worker).

Freedom of Association and Collective Bargaining

Suppliers must respect the rights of their workers to form a union and/or join or refrain from union membership in compliance with local or national law. Workers who are union representatives must not be intimidated or discriminated against on this ground.

HEALTH AND SAFETY

RXO is committed to maintaining a safe work environment. All work must be performed in accordance with applicable health and safety regulations. In addition, all workers must be provided with safety equipment and/or PPE sufficient to comply with applicable law and provided a safe working environment.

Workplace Violence

The Supplier must not tolerate violence in any form or at any work-related location.

Alcohol and Drugs

The Supplier must maintain a drug-free and alcohol-free work environment. Its workers must not use, possess, or distribute illegal drugs, or abuse prescription drugs. Alcohol and intoxicating drugs may not be used or possessed on the premises of RXO or any of its customers.

ENVIRONMENT

RXO strives to continuously strengthen the sustainability of its operations by reducing energy consumption and related greenhouse gas emissions and improving the efficiency with which we use resources.

Suppliers must implement appropriate policies and procedures to comply with applicable environmental laws and regulations and to protect the environment. The Supplier must implement an effective environmental management system to identify and avoid any potential hazards to the environment due to an accident or technical failure, such as leakage from a fuel tank, refrigeration system, or transported good, that may lead to air, water, or soil pollution

RXO encourages Suppliers to reduce their energy consumption and related greenhouse gas emissions, as well as the amount of waste they produce and send to landfills by adopting appropriate measures and performance monitoring systems.

AUDITING AND REPORTING

The Supplier must maintain complete and accurate records and information to demonstrate its compliance with all applicable laws and this Code of Conduct and allow for audits by RXO or its designated auditor.

The Supplier must devise and implement a process that allows its employees to report behaviors that violate the law or this Code of Conduct. RXO will not tolerate retaliation against a whistleblower. Suppliers or their employees may also report concerns anonymously to the RXO Ethics & Compliance Hotline at the numbers listed below or RXO.ethicspoint.com.

RXO Whistleblower Hotline

US (833) 254-2305

Canada (833) 254-2306

Mexico 800-681-5319

India 000 800 050 3355

China 400 120 1948

Suppliers and their employees may also raise concerns or ask questions about this Code of Conduct to the RXO Ethics & Compliance Department at Ethics@RXO.com or (844) 832-2381.



www.RXO.com