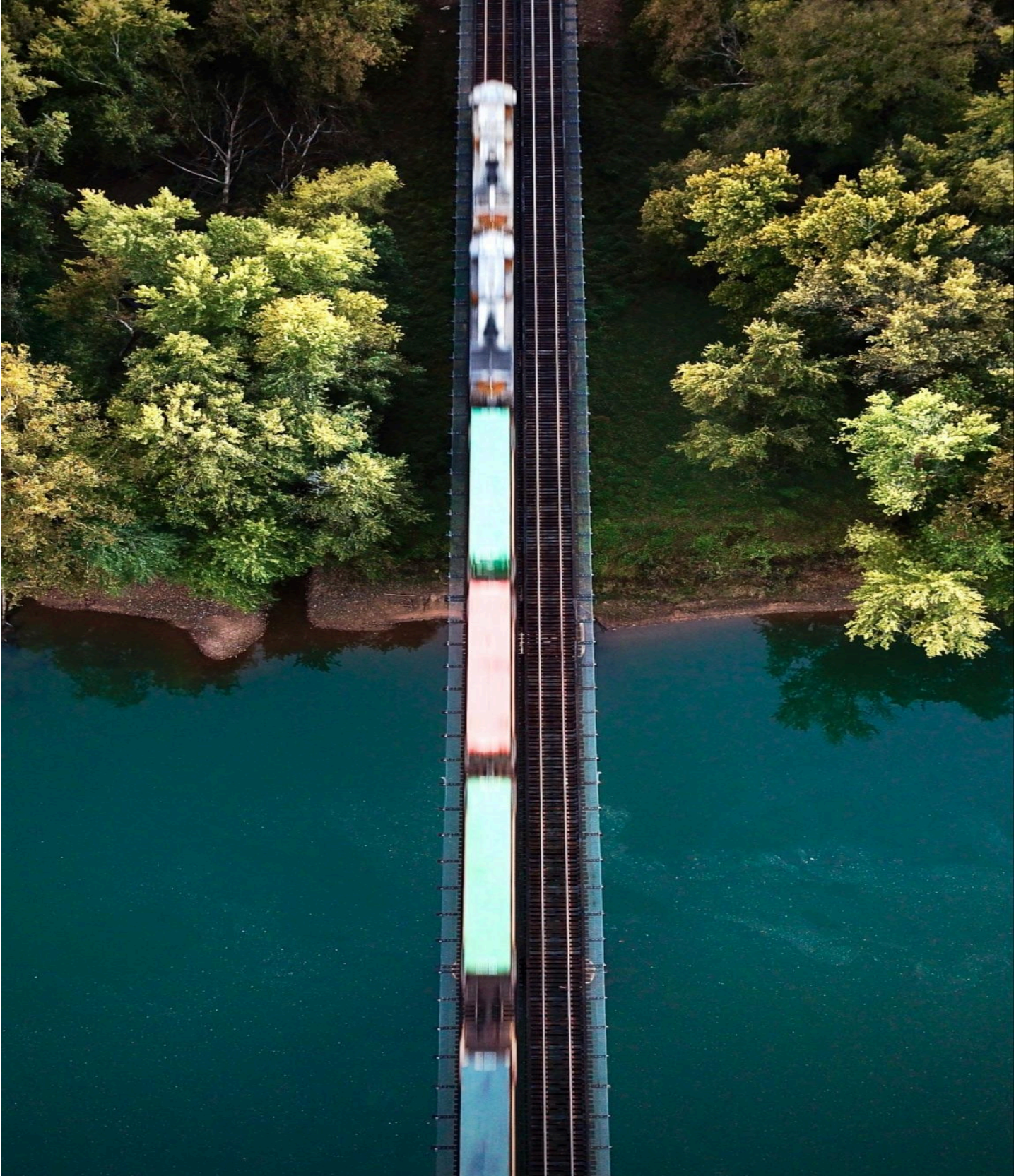




# CODE OF CONDUCT FOR SUPPLIERS

(Version 1.1 - March 2026)





# CODE OF CONDUCT FOR SUPPLIERS

## 1. Introduction and Scope

At Akamai, we are committed to operating with the highest standards of excellence, integrity, and fairness in all aspects of our business. Our core values guide us in every decision we make, from interactions with customers to our relationships with suppliers. This code reflects the values we strive to uphold in our own policies, business conduct, and Responsible Supply Chain Program and we expect our suppliers and partners to not just comply with applicable laws and regulations, but to follow the spirit and intent of this code to ensure respect for human rights, environmental sustainability, and integrity.

Our Code of Conduct for Suppliers (“CoC”) is designed to reflect these values across our global supply chain, and applies to our suppliers of products or services (comprising vendors and network partners) and their subsidiaries and affiliates, employees, and representatives as well as any subcontractors and sub-tier suppliers (hereinafter referred to as “Suppliers”). As used in this CoC, the term “Akamai” means Akamai Technologies, Inc., as well as all of its wholly owned and operated global affiliates.

## 2. Commitment to Compliance

All Suppliers must comply with this Code of Conduct, Akamai’s applicable policies, and all laws and regulations in the jurisdictions in which they operate. Suppliers are expected to conduct their business with integrity, transparency, and fairness, and to uphold high standards of ethical conduct, human rights, and environmental responsibility.

While Akamai recognizes differences in local laws, customs, and business practices, Suppliers are expected to align their conduct with the principles set out in this CoC. Any actual or potential deviation from these standards must be promptly disclosed to Akamai and addressed without undue delay. This CoC does not replace, supersede, or override applicable local laws and regulations. Where local law imposes higher or more stringent requirements than this CoC, Suppliers must comply with such laws. Where this CoC sets higher standards than local law, Suppliers are expected to adhere to the standards set out herein.

## 3. General requirements and Reference Standards

This Code of Conduct is informed by and aligned with internationally recognized laws, regulations, and standards, including, where applicable, national supply chain due diligence legislation, the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, the International Bill of Human Rights (including the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the International Covenant on Economic, Social and Cultural Rights), and the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work.

Where applicable, Suppliers must comply with modern slavery and human trafficking laws, including transparency and due diligence requirements, such as those in the United Kingdom and Australia, and comparable requirements in jurisdictions where they operate.



## 4. Labor & Human Rights

### Prohibition of Forced Labor

The use of forced labor, slavery, or any form of involuntary labor, including prison labor, indentured labor, bonded labor, military labor, or any form of human trafficking, is strictly prohibited. Workers must be treated with dignity and respect and must not be subject to physical, sexual, psychological, or verbal abuse, harassment, or intimidation.

Suppliers must not charge workers, directly or indirectly, any recruitment, hiring, or placement fees and Suppliers shall not withhold, destroy, or confiscate identity documents, passports, work permits, or other personal documents, nor require deposits as a condition of employment. Suppliers must respect workers' freedom of movement, including for workers residing in employer- or agent-provided housing.

Humane treatment is required at all times. Disciplinary policies and procedures must be clearly defined, documented, and communicated to workers and must not include physical punishment, threats of violence, psychological coercion, harassment, or any other form of intimidation or abuse.

### Prohibition of Child Labour

Child labor is strictly prohibited. Suppliers must ensure that employment is offered only to individuals who meet the applicable minimum legal age for employment in the country where the work is performed, in accordance with national law and internationally recognized standards.

In any case, the minimum age for employment must be no lower than the age at which compulsory education ends and must never be less than 15 years, unless a lower minimum age is expressly permitted under both applicable local law and recognized exceptions under ILO Convention No. 138.

### Fair Wages and Working Hours

Suppliers must ensure that wages and benefits are paid in compliance with all applicable laws, regulations, and industry standards, including minimum wage, overtime, and legally mandated benefits. Employees must be paid accurately, on time, and with transparent wage statements.

Akamai expects Suppliers to pay at least all legally required wages and benefits and encourages progression toward a living wage, where applicable, as part of continuous improvement efforts.

Working hours must comply with applicable national laws and regulations. Overtime must be voluntary, not excessive, and compensated in accordance with legal requirements. Employees are entitled to regular rest periods and days off to support their health, safety, and well-being.

### Freedom of association

All employees have the right to freely associate, join (or not to join), form organizations, and engage in collective bargaining. This right should be respected and protected, allowing employees to voice their interests and concerns.



## Prohibition of discrimination

Discrimination in any form is strictly prohibited. Suppliers must ensure that their employees, workers, and contractors are treated fairly and with respect and do not experience discrimination, harassment, or unfair treatment based on race, color, religion, creed, gender, sex (including pregnancy), sexual orientation, gender identity or expression, national origin, ethnic or social origin, ancestry, age, marital status, citizenship status, genetic predisposition or carrier status, disability, health status, political opinion, military status, status as a disabled or other protected veteran, or any other protected status under applicable law, unless justified by the requirements of the employment. Discrimination includes, but is not limited to, unequal pay for work of equal value. Suppliers are expected to foster a respectful and inclusive working environment in which the dignity, privacy, and rights of all individuals are upheld.

## Prohibition of unlawful forced eviction and prohibition of unlawful deprivation of land, forests and waters

Suppliers must not engage in, contribute to, or benefit from unlawful forced eviction or the unlawful deprivation of land, forests, or waters in connection with the acquisition, development, or use of land, forests, or waters, where such resources are essential to the livelihood of individuals or communities. Suppliers are expected to respect legitimate land tenure rights and to conduct their activities in a manner that avoids adverse impacts on local communities and their access to land, forests, and water resources.

## Deployment of security guards

Where Suppliers engage private or public security personnel, they must ensure that such personnel are appropriately instructed, trained, and supervised and that their conduct respects human rights. Suppliers must not use security personnel in a manner that results in torture or cruel, inhuman, or degrading treatment; injury to life or limb; or interference with workers' rights, including freedom of association.

# 5. Health & Safety and Occupational Safety

## Commitment to a Safe and Healthy Work Environment

Suppliers must provide a safe and healthy working environment for their employees, workers, and contractors and must take appropriate measures to prevent accidents, injuries, and occupational health risks. This includes protecting individuals from excessive physical or mental strain and providing regular training on occupational health and safety requirements, emergency preparedness, and response procedures.

## Minimum Standards for Working Conditions

At a minimum, working conditions must comply with applicable health and safety laws and include adequate lighting, temperature control, and ventilation; access to safe drinking water; adequate sanitary facilities; and occupational health services where required by law.



## Occupational Health and Safety Management Systems

Suppliers must implement and maintain an occupational health and safety management system appropriate to the size, nature, and risk profile of their operations, aligned with internationally recognized standards or equivalent frameworks.

## 6. Environmental Responsibility

### Environmental Compliance and Protection of Natural Resources

Suppliers must operate in an environmentally responsible manner and comply with all applicable environmental laws, regulations, permits, and approvals. Suppliers shall prevent environmental degradation, including the pollution of air or water, improper waste disposal, and the unsustainable use of natural resources. Suppliers shall respect the land, forest, and water rights of local communities and indigenous peoples, ensuring Free, Prior, and Informed Consent (FPIC) is obtained for operations affecting their resources or livelihoods.

### Environmental Management Systems

Suppliers must implement and maintain an environmental management system (EMS) appropriate to the nature, size, and risk profile of their operations and aligned with recognized standards - like ISO 14001 or a comparable internationally recognized framework relative to their business. Suppliers must ensure that all required environmental permits are obtained, maintained, and fully complied with at all times.

### Emissions, Waste, and Hazardous Substances

Where applicable, Suppliers must manage and mitigate the environmental impacts associated with their operations, including wastewater, air emissions, noise, waste, and hazardous substances, in compliance with all applicable laws and relevant international agreements, including the [RoHS directive](#) where relevant.

Suppliers are expected to identify, manage, reduce, and responsibly recycle or otherwise dispose of waste and hazardous materials. Where applicable, Suppliers must comply with the [Basel Convention](#) on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, ensuring that electronic waste (e-waste) is not illegally exported, transferred, or dumped.

### Climate Protection and Greenhouse Gas Emissions

Suppliers are expected to take appropriate measures to reduce greenhouse gas emissions and energy consumption in support of global climate objectives, guided by prevailing scientific research on climate change.

Akamai may request greenhouse gas emissions data prepared in accordance with the GHG Protocol or other appropriate methodologies, including Scope 1 and Scope 2 emissions and relevant Scope 3 categories, where applicable.



## Responsible Sourcing of Minerals

Suppliers sourcing minerals or raw materials must conduct due diligence to ensure responsible and ethical sourcing, particularly with respect to conflict minerals, and, where applicable, implement processes consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

## Data Center and Infrastructure Operations

For Suppliers operating facilities that host or support Akamai equipment (such as data centers), Akamai expects transparency regarding energy and water consumption and energy mix and requires that relevant data be made available to Akamai upon request. Such Suppliers are also expected to implement energy- and water-efficiency measures, apply responsible refrigerant management practices, and maintain appropriate controls for generator emissions and fuel handling, in accordance with applicable law and recognized best practices.

# 7. Commitment to Ethical Practices and Compliance with Laws

## Ethical Business Conduct

Akamai values strong, transparent relationships with its Suppliers and believes that ethical business practices are essential to building and maintaining trust. Suppliers are expected to conduct all business with integrity, fairness, and respect, and to avoid any actions that could harm Akamai's reputation or business. Suppliers must conduct business in compliance with all applicable local, national, and international laws and regulations in the jurisdictions in which they operate, including applicable anti-bribery and anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar laws.

## Anti-Bribery and Anti-Corruption


Suppliers must not offer, promise, give, request, or accept any bribe, kickback, or other improper payment or advantage. Facilitation payments are prohibited. Any violation of applicable anti-bribery or anti-corruption laws may result in corrective action, up to and including termination of the business relationship.

## Conflicts of Interest

Suppliers must avoid situations where personal, financial, or other interests could conflict, or appear to conflict, with their obligations to Akamai. Any actual or potential conflict of interest must be promptly disclosed to Akamai, and Suppliers are expected to cooperate in implementing appropriate mitigation measures.

## Gifts, Meals, and Business Entertainment

Gifts, meals, or business entertainment offered or accepted in connection with work for Akamai must be reasonable, legitimate, infrequent, transparent, and serve a legitimate business purpose in line with



business standards. Such interactions must never be seen as or be intended to improperly influence business decisions or create an appearance of impropriety. Suppliers acting on behalf of Akamai must not offer anything of value, benefit, or advantage to government officials or employees of state-owned enterprises (SOEs), especially if such an offer is intended to gain an improper advantage and/or violates applicable laws and regulations.

## Competition Law and Antitrust

Suppliers must comply with all applicable competition and antitrust laws and must not engage in anti-competitive conduct, including price-fixing, bid-rigging, market or customer allocation, output restriction, or the improper exchange of competitively sensitive information.

## Sanctions and Export Controls

Akamai is subject to export control and sanctions laws and regulations. Suppliers must comply with all applicable export control and sanctions laws and regulations, avoid transactions involving restricted countries, entities, or individuals, and must not cause Akamai to violate such laws. This includes, as applicable, compliance with U.S. Export Administration Regulations and export controls and sanctions administered by the U.S. government (e.g., OFAC) or other relevant authorities, as well as anti-boycott provisions where applicable.

Suppliers are expected to maintain appropriate controls and processes to identify and address sanctions and export control risks; obtain required licenses; and promptly notify Akamai and suspend relevant activities where such activities may affect Akamai's compliance obligations.

## Accuracy of Books and Records


Suppliers must maintain accurate, complete, and truthful books and records related to their work for Akamai, in accordance with applicable law and contractual requirements. Records must not be used to misrepresent transactions or conceal improper activity and must be retained and made available upon reasonable request in connection with audits or investigations.

# 8. Privacy, Confidential Information, and Information Security

## Privacy

Suppliers working with Akamai must handle personal information ethically and in compliance with all applicable data protection and privacy laws. Suppliers must safeguard personal information relating to Akamai's customers, employees, partners, or other individuals that they access or process in connection with their business relationship with Akamai and may use such information only for legitimate and authorized purposes, in accordance with applicable law, Akamai's data protection policies, and contractual requirements.

Suppliers must comply with applicable jurisdictional requirements, including, where applicable, those relating to cross-border data transfers, data localization, and the use of subprocessors, and are expected to cooperate with Akamai, as required by law or contract, in connection with data protection impact assessments and responses to data subject requests.



Additional information regarding Akamai's privacy practices is available through Akamai's Privacy Trust Center: [<https://www.akamai.com/legal/compliance/privacy-trust-center>].

## Confidentiality

Suppliers must treat all non-public information disclosed by Akamai as confidential, including any information that could reasonably be expected to benefit Akamai's competitors or cause harm to Akamai if disclosed. Suppliers must not disclose Akamai confidential information to any third party without Akamai's prior authorization and an applicable non-disclosure agreement. Suppliers are expected to take appropriate precautions to prevent unauthorized or inadvertent disclosure, including avoiding insecure communication channels or public discussions of confidential information.

## Information Security

Suppliers must implement and maintain appropriate technical, organizational, and physical security measures to protect Akamai data, systems, and assets from unauthorized access, use, disclosure, alteration, or destruction. Suppliers should maintain an information security management system appropriate to the services provided (for example, certification to or alignment with ISO/IEC 27001, or comparable controls). Where relevant, Suppliers may be requested to provide SOC 2 Type II or equivalent assurance reports. Suppliers must promptly notify Akamai of any actual or suspected security incident or personal data breach affecting Akamai data or systems and must cooperate in investigation, remediation, and any required notifications, in accordance with applicable law and contractual requirements.

## 9. Protection of Intellectual Property

Suppliers must respect and protect the intellectual property rights of Akamai, its customers, and other third parties and must not knowingly infringe on the intellectual property rights of third parties in their work with Akamai. They shall obtain all necessary licenses, permissions, or approvals for the use of intellectual property and must comply with all applicable laws and contractual obligations related to IP rights.


## 10. Responsible AI & Technology Use

### Responsible and Ethical AI Use

Suppliers developing, deploying, or using artificial intelligence ("AI") in products or services provided to or used for Akamai must do so responsibly, ethically, and in compliance with applicable laws and regulations. AI systems must be designed and used in a manner that seeks to prevent bias, discrimination, and other unfair or harmful outcomes, and that respects human rights and privacy.

### Compliance with applicable Regulations

Suppliers must comply with applicable data protection, AI, and technology regulations (including, where applicable, GDPR and emerging AI-specific laws) and adhere to recognized industry best practices. Personal data must be handled lawfully and securely, and Suppliers must not engage in



unethical data collection, unauthorized profiling, or surveillance practices that infringe on privacy rights.

## Risk Management, Oversight, and Accountability

Suppliers must conduct appropriate risk assessments, particularly for security-sensitive or high-impact AI applications, and implement human oversight for critical AI-driven decisions. Suppliers are expected to ensure transparency, accountability, and fairness where AI systems may affect employees, customers, or other stakeholders, and to monitor and improve AI systems on an ongoing basis to mitigate unintended harm.

## Data Use, AI Training, and Supply Chain Responsibilities

Suppliers must not use data provided by Akamai, or data derived from Akamai's use of a Supplier's products or services, to train, fine-tune, or otherwise develop AI models or products (including third-party AI tools) without Akamai's prior written approval. Suppliers should classify AI systems based on risk and implement data governance, testing, documentation, traceability, and logging measures commensurate with the level of risk. Suppliers remain responsible for the compliance of AI-related subcontractors and third-party tools and must ensure appropriate licensing, data provenance, and supply chain controls.

## 11. Raising Concerns

Suppliers are expected to report any situation or behavior that may violate this CoC or applicable laws. They can do so confidentially and, if desired, anonymously using Akamai's Ethics Hotline:

[www.akamai.ethicspoint.com](http://www.akamai.ethicspoint.com)

Besides, Suppliers must provide a mechanism for employees, managers, and, where applicable, contractors engaged directly by the Supplier to raise workplace concerns confidentially or anonymously, without fear of retaliation. Suppliers must protect whistleblower confidentiality and ensure that no one is penalized for reporting in good faith.

Employees, managers, and, where applicable, contractors should be informed of the available reporting options, which may include the Supplier's own internal reporting system or Akamai's Ethics Hotline. The Ethics Hotline is hosted by an independent third party, is free of charge, and allows anonymous submissions.

Suppliers must clearly communicate reporting options to employees, managers, and, where applicable, contractors in an appropriate and accessible manner, if possible in relevant local languages and formats. If a Supplier receives information from the grievance mechanism, particularly any information that could identify a complainant, it shall be treated as strictly confidential and appropriate precautions must be taken to maintain confidentiality.



## 12. Implementation of requirements

Suppliers are responsible for ensuring that their employees, managers, and contractors understand the concepts and expectations set out in this CoC, take the necessary steps to meet its standards, and receive appropriate training if needed. Suppliers must take reasonable steps to ensure that the principles of this CoC are incorporated into their contracts and relationships with their contractors and other partners.

Suppliers are expected to proactively identify risks within their operations and supply chains, particularly with respect to human rights and environmental impacts, and take appropriate action to prevent or mitigate them. If a Supplier becomes aware of an actual or potential breach of this CoC, it shall promptly take all necessary steps to prevent, stop, or minimize the breach and provide Akamai with regular updates on the actions taken.

To support compliance, Akamai may use self-assessment questionnaires and conduct audits of Suppliers, their contractors, and subcontractors. Suppliers agree to participate in such assessments and audits during reasonable business hours, with prior notice, and conducted by authorized personnel. Suppliers may object if an audit conflicts with mandatory laws. Suppliers are expected to provide accurate and timely information and cooperate fully, without attempting to mislead or influence any audit or investigation.

Suppliers should maintain management systems appropriate to the scope and risk of their operations that support compliance with this CoC and applicable laws, and should periodically review and improve these systems.

## 13. Supplier Acknowledgment and Consequences of Violations

The Supplier acknowledges and agrees that compliance with the principles and requirements of this Supplier Code of Conduct (“CoC”) is a contractual obligation and is incorporated into the agreement between the Supplier and Akamai. In the event of any conflict between this CoC and the applicable agreement, the agreement will control.

Supplier’s failure to comply with this Supplier Code of Conduct may result in corrective actions, including requiring remediation. In the event of serious, repeated, or unremediated violations, Akamai may suspend performance or terminate the contractual relationship for cause and pursue other remedies or actions available or required under law or contract. Where appropriate, Akamai may work with the Supplier in good faith to address and remediate non-compliance. Any actions under this clause are without prejudice to, and do not waive or limit, any rights or remedies available to the parties under the applicable agreement or at law or in equity; all such rights and remedies are cumulative and non-exclusive.