



## SUPPLIER CODE OF CONDUCT

### **Purpose and Scope.**

Cardtronics plc and its subsidiaries (collectively, "Cardtronics") are committed to conducting its business in an ethical, legal, and socially responsible manner. Cardtronics seeks suppliers with a shared commitment to our business standards and values and as part of our procurement process suppliers must agree to comply with this Supplier Code of Conduct ("Code") which identifies the minimum requirements for establishing and maintaining a supplier relationship with Cardtronics.

This Code applies to suppliers of goods and services, and their employees, in their work with Cardtronics. The group referred to herein as "suppliers" includes suppliers, subcontractors, service providers, professional service providers, consultants, intermediaries and agents. Suppliers must ensure that the practices and principles outlined in this Code are distributed throughout its own supply chain.

Upon Cardtronics' request, suppliers will provide written documentation of actions undertaken to evidence the fulfillment of any and all of the requirements identified in this Code.

1. **Compliance with Laws.** Suppliers must comply with all applicable laws, codes, and regulations in the countries, states, and localities in which they operate. This includes, but is not limited to laws and regulations relating to the environment, occupational health and safety, labor practices, the retention and processing of personal data relating to identified or identifiable European Union Residents, and where applicable based on the location of the supplier, may include but not be limited to, compliance with the California Transparency in Supply Chains Act, U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, and U.K. Modern Slavery Act, and the European General Data Protection Regulation 2016/679. Furthermore, suppliers must conform their practices to any published standards for their industry. Cardtronics' suppliers must require their suppliers (including temporary labor agencies) to do the same. Upon Cardtronics' request, suppliers will provide documentation which evidences the actions undertaken to address these objectives, or a written commitment to pursue these or related initiatives.

2. **Anti-Money Laundering.** Suppliers must comply with all applicable laws that prohibit money laundering or financing for illegal or illegitimate purposes. Additionally, prohibited conduct would include the knowing failure to act, such as failing to report money-laundering activities, not following appropriate detection procedures, or knowingly ignoring indications of criminal conduct.

3. **Ethical Business Practices.** Suppliers must conduct their businesses in accordance with the highest standards of ethical behavior and are expected not to practice or tolerate any form of corruption, extortion or embezzlement.

- A. **Anti-Corruption.** Suppliers must comply with the anti-corruption laws, directives and regulations that govern operations in the countries, states, and localities in which they do business. Suppliers are required to refrain from offering or making any improper payments of money or anything of value to government officials, political parties, candidates for public office, or other persons. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance, even in locations where such activity may not violate local law. Suppliers are expected to exert reasonable due diligence to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements, and the hiring of intermediaries such as agents or consultants.
- B. **Illegal Payments.** Suppliers must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives or others. The receipt, payment, and/or promise of sums of money or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is prohibited. This prohibition applies even in locations where such activity may not violate local law.
- C. **Fraud and Deception.** Suppliers must not seek to gain any advantage of any kind by acting fraudulently, deceiving people or making false claims, or allowing anyone else to do so. This includes defrauding or stealing from Cardtronics, a customer or any third party, and any kind of misappropriation of property.

- D. **Competition and Anti-Trust.** Suppliers shall not engage in acts that restrain trade or restrict free and fair competition such as collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of antitrust or competition laws. They must not exchange current, recent, or future pricing information with competitors.
  - E. **Gifts/Business Courtesies.** Suppliers are expected to compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage. In any business relationship, suppliers must ensure that the offering or receipt of any gift or business courtesy is permitted by law and regulation, and that these exchanges do not violate the rules and standards of the recipient's organization, and are consistent with reasonable marketplace customs and practices.
  - F. **Insider Trading.** Suppliers and their personnel must not use any material or non-publicly disclosed information obtained in the course of their business relationship with Cardtronics as the basis for trading or for enabling others to trade in the stock or securities of any company.
4. **Human Rights and Employment Practices.** Suppliers shall not engage in any conduct or practice that violates any law, order, or regulation prohibiting discrimination against any person by reason of his/her race, religion, disability, sex, national origin, or age. Suppliers shall treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all, and foster an inclusive and ethical culture.
- A. **Child Labor.** Suppliers must ensure that illegal child labor is not used in the performance of work. The term "child" refers to any person under the minimum legal age for employment where the work is performed provided the legal age is consistent with the International Labor Organization (ILO) and the United Nations Global Compact principles.
  - B. **Human Trafficking.** Suppliers must adhere to regulations prohibiting human trafficking, and comply with all applicable local laws in the country or countries in which they operate. Suppliers must refrain from violating the rights of others and address any adverse human rights impacts of their operations.
  - C. **Freely Chosen Employment.** Cardtronics does not tolerate slavery, servitude and forced or compulsory labor and human trafficking in its supply chain. Bonded, indentured or involuntary prison labor is not accepted.
  - D. **Harassment.** Suppliers are expected to ensure that their employees are afforded an employment environment that is free from physical, psychological, and verbal harassment, or other abusive conduct.
  - E. **Non-discrimination.** Suppliers are expected to provide equal employment opportunity to employees and applicants for employment in accordance with anti-discrimination laws.
  - F. **Wage and Benefits.** Suppliers must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate. Deduction from wages as a disciplinary measure are not permitted.
  - G. **Drug-Free Workplace.** Suppliers are expected to maintain an alcohol and drug-free workplace as is required by law. Additionally, Cardtronics prohibits its suppliers from performing work activities for or on behalf of Cardtronics while under the influence of any substance, including drugs or alcohol, which prevents them from conducting their work safely and effectively.
5. **Information Protection.**
- A. **Confidential Information.** Suppliers requiring the exchange of confidential information with Cardtronics are required to execute a confidentiality agreement with Cardtronics in advance. Unless authorized by Cardtronics, suppliers shall not share Cardtronics' confidential information or other information that they acquire with respect to Cardtronics' business. Suppliers shall ensure, and be prepared to demonstrate, that they have appropriate safeguards in place to protect personal and other confidential information. Unauthorized use, disclosure or loss of Cardtronics' confidential information must be reported immediately to the Cardtronics' Counsel, in your location.
  - B. **Privacy and Data Protection.** Suppliers shall respect individuals in a manner consistent with privacy

and data protection laws, including but not limited to, the European General Data Protection Regulation 2016/679. Suppliers shall at all times use personal data about people (e.g. patients, employees, customers) appropriately for necessary business purposes and protect it from misuse. Suppliers shall protect confidential information, including personal data, collected for or from Cardtronics, and act to prevent its loss, misuse, theft, fraud, improper access, destruction, disclosure or alteration, including unauthorized communication and/or publication of information acquired from or on behalf of Cardtronics, through appropriate physical and electronic security procedures. The definition of personal data, and the legal requirements for safeguarding it, vary by country.

C. **Intellectual Property.** Suppliers must comply with all the applicable laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.

6. **Conflict of Interest.** Suppliers are expected to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest. Suppliers are expected to provide written notification to all affected parties in the event that an actual or potential conflict of interest arises. This includes a conflict between the interests of Cardtronics and personal interests or those of close relatives, friends or associates.

7. **Maintain Accurate Records.** Suppliers are expected to create accurate records in compliance with applicable laws, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. Records should be retained based on the applicable retention requirements.

8. **Global Trade Compliance.** Suppliers must comply with all applicable import and export control laws, regulations and sanctions of the country where supplier resides, and any other country where transactions are conducted, including but not limited to import, export, re-export, transfer or disclosure.<sup>1</sup> This includes any kind of transaction of goods, software, technology or technical assistance, which might be subject to trade restrictions, regardless of the way of transfer. Supplier shall cooperate with Cardtronics regarding determination of applicable export control restrictions. In addition, supplier shall operate in full compliance with other applicable trade and customs laws.

9. **Whistleblower Protection.** Suppliers are expected to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. Suppliers are also expected to take action to prevent, detect, and correct any retaliatory actions.

10. **Use of Cardtronics' Name, Trademarks, or Logo.** Use of Cardtronics' name, trademarks or other similar information in supplier advertising, media publications or product endorsements is prohibited without the prior written approval of Cardtronics.

11. **Conflict in Terms.** Any terms or conditions, in any form, which conflict with this Code shall be ineffective. This Code supersedes any previous terms relating to the subject matter contained herein and suppliers shall waive any right they might have that are inconsistent with this Code.

12. **Good Faith Dealings.** Suppliers shall fully and promptly co-operate in good faith with all reasonable requests of Cardtronics in their dealings with Cardtronics and in compliance with this Code.

13. **Auditing.** Cardtronics reserves the right to monitor and audit each supplier's compliance with this Code. Accordingly, suppliers must cooperate by providing relevant information requested by Cardtronics, and by making individuals accessible so Cardtronics can conduct a meaningful audit. Similarly, suppliers are required to evaluate their own supply chain to ensure compliance with this Code and to conduct audits of their supply chain when requested by Cardtronics. Any non-compliance by a supplier or its supply chain must be effectively remedied both in a timely manner and at no additional cost to Cardtronics. Breaches of this Code may negatively impact a supplier's business relationship with Cardtronics.

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<sup>1</sup> Examples of such laws, regulations and sections include: the UK Bribery Act 2010, Modern Slavery Act 2015, Criminal Finances Act 2017 (in relation to the failure to prevent tax evasion offence), The Equality Act 2010, General Data Protection Regulation 2018, Any ISO certifications (particularly ISO 27001 for information security management), Health and Safety at Work etc. Act 1974, its related regulations and approved codes of practice and the Whistle blowing (Public Interest Disclosure Act 1998) as well as the US Foreign Corrupt Practices Act of 1977, as amended, Section 1502 of the Dodd-Frank Act regarding conflict minerals, U.S. sanctions, including regulations administered by the Office of Foreign Assets Control, The Export Administration Regulations and other U.S. import/customs and export control rules and U.S. anti-boycott laws and regulations (1976 amendments to the Tax Reform Act and 1977 amendments to the Export Administration Act).

14. **Reporting Misconduct.** Cardtronics believes that a strong ethical culture depends in part upon creating an environment in which employees feel free to report instances of non-compliance with this Code. Such non-compliance might include suspected illegal or unethical conduct (collectively called misconduct). Cardtronics is committed to investigating reports of suspected or known misconduct, and to taking appropriate action based on our findings. Similarly, suppliers, including their employees and their supply chain, are obliged to report to Cardtronics suspected or known misconduct. You do not need to be directly affected by an issue to raise it. Suspected or known misconduct must be reported by speaking with the relevant Cardtronics manager with whom a supplier is working or to the Cardtronics Counsel in your location. If preferred, a supplier may report suspected or known misconduct confidentially and anonymously to the Cardtronics Whistleblower Hotline, either by telephone (1.800.963.5731) or online ([www.ethicspoint.com](http://www.ethicspoint.com)).

#### **SUPPLIER'S CERTIFICATION OF COMPLIANCE**

Suppliers are expected to comply with this Code and this Code shall be deemed a material part of supplier's agreement with Cardtronics. Suppliers should have adequate monitoring and record keeping systems to ensure compliance with the Code. Cardtronics reserves the right to monitor, review and verify compliance with this Code. For some services, because of their significance for Cardtronics' business and the type of activities they involve, we may require a supplier to confirm in writing that they meet the requirements of this Code. By its acceptance of any purchase order from Cardtronics, the supplier acknowledges its acceptance of this Supplier Code of Conduct and intention to comply with its requirements. Failure to comply with this Code is a material breach of the Agreement and may result in termination of a supplier's relationship with Cardtronics with no liability to Cardtronics.