



# SUPPLIER CODE OF CONDUCT

Effective as of January 1, 2024

## 1. INTRODUCTION

Verisign, Inc., its subsidiaries, and representative offices (“Verisign” or the “Company”) are committed to operating with the highest degree of integrity and in compliance with all applicable laws, consistent with the Verisign Code of Conduct. We require our suppliers, vendors and service providers, including their employees, subcontractors, and agents (“Suppliers”), to share in this commitment.

Verisign requires that Suppliers agree to abide by all applicable laws, including without limitation, human rights laws and anti-bribery laws, and this Supplier Code of Conduct (the “Code”). Failure to comply with this Code will be considered a breach of the Supplier’s contract with Verisign and may result in Verisign terminating the business relationship with the Supplier.

## 2. COMPLIANCE WITH LAWS AND LEGAL OBLIGATIONS

### 2.1 Anti-Corruption Laws

Suppliers are strictly prohibited from, directly or indirectly, promising, giving, or authorizing the provision of anything of value to secure an improper advantage, to induce anyone to improperly perform a function or duty, to reward anyone for the improper performance of a function or duty, or with the belief that the acceptance of the thing of value is improper. A thing of value includes, but is not limited to, money, gifts, favors, donations, meals, and entertainment, regardless of amount.

Suppliers must comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act 2010, as well as any other applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks, or other unlawful or improper means of conducting business.

Suppliers are prohibited from promising, giving, or authorizing the provision of “facilitating payments” to expedite or secure the performance of non-discretionary, routine governmental duties, even if permitted by the FCPA or local laws.

Suppliers must keep accurate books, accounts, and records for all transactions related to business with Verisign and grant Verisign reasonable access to the Supplier’s books, accounts, and records. Verisign shall have the right to audit those books, accounts, and records, and may use third parties, such as external audit firms, to assist in any such audit. As part of its commitment to transparency,

Suppliers are required to cooperate fully in any such audits. Suppliers are prohibited from using fictitious, inaccurate, or misleading documents to support transactions related to business with Verisign, and Suppliers are prohibited from engaging in false or misleading accounting practices, such as using undisclosed or unrecorded payments.

Suppliers must never offer, promise, or give gifts, hospitality and/or travel to government officials on Verisign's behalf for the purpose of improperly obtaining or retaining business or securing an improper business advantage. Suppliers may not request, agree to accept, or accept a thing of value as a reward or in exchange for improperly performing any activity related to Verisign's business or if doing so reasonably could be viewed as compromising the Supplier's ability to make objective decisions on behalf of Verisign.

## 2.2 Competition Laws

Suppliers must comply with all applicable laws and regulations regarding fair competition and antitrust. Among other things, Suppliers may not discuss or enter into a formal or informal agreement with any competitor about any of the following: (a) price; (b) matters affecting price; (c) production levels; (d) inventory levels; (e) bids; or (f) division of sales territory, products, customers, or suppliers.

## 2.3 Data and Information Privacy Laws

Suppliers must comply with all applicable data privacy and data protection laws and regulations. Suppliers must also maintain sufficient safeguards to protect against the destruction, loss or disclosure of Verisign's Confidential Information (as defined below) in the Supplier's possession or control.

## 2.4 Protecting Intellectual Property and Confidential Information

Suppliers may have access to or acquire knowledge from (whether orally or in writing) material, data, systems, and other information belonging to or about Verisign, including personal data, or information concerning the operation, business, projections, market goals, financial affairs, products, employees, customers, and intellectual property, that is not accessible or known to the general public ("Confidential Information"). Suppliers must not share with or disclose any Confidential Information to any person, entity or other third party, and employees of Suppliers are prohibited from transferring Confidential Information to personal devices or accounts. For the avoidance of doubt, Confidential Information includes, but is not limited to, information developed by the Supplier in connection with its engagement with Verisign that contains or references Confidential Information.

## 2.5 Human Rights Obligations

Suppliers must respect and uphold internationally recognized human rights of all people including their workers, employees and workers of companies in the Supplier's supply chain, customers, and end users. Suppliers must comply with all applicable human rights laws everywhere they do business.

Suppliers must not use forced, involuntary, or child labor, and may not engage in or support human trafficking of any kind. Suppliers must not knowingly work with

any company or person that violates any person's human rights, including violation of the principles in this Section.

#### 2.6 Labor, Health, and Safety Laws and Regulations

Suppliers must strictly comply with all applicable labor, health, and safety laws and regulations in all locations in which they operate. Suppliers must comply with the local minimum wage and maximum working hours requirements.

Suppliers must provide all employees with safe and healthy working conditions, including by offering emergency response training and resources, practicing industrial hygiene, and enacting equipment safety initiatives, as appropriate.

Suppliers may not possess firearms while on Verisign's premises and may not possess, distribute or be under the influence of illicit drugs or alcohol while conducting business related to Verisign.

#### 2.7 Trade and Export Controls

Suppliers must comply with all applicable import, export, customs, sanctions, embargoes, boycott and other trade compliance laws and regulations.

#### 2.8 Environmental Laws

Suppliers must conduct their operations in ways that are environmentally responsible and in compliance with all applicable environmental laws, regulations, and standards. As part of this commitment, Suppliers should act to promote energy efficiency, reduce pollution, and conserve resources.

#### 2.9 Insider Trading Laws

Suppliers must comply with applicable insider trading laws. Suppliers may be given access to material, nonpublic information about Verisign or other companies. Suppliers must avoid insider trading by not buying or selling the securities of Verisign or any other company when aware of information that is not available to the public and that could influence an investor's decision to buy, sell or hold securities of such companies. Suppliers also must not provide nonpublic information about Verisign or any other company to another person, including when that information could influence an investor's decision to buy, sell, or hold securities.

### **3. CONFLICTS OF INTEREST**

#### 3.1 Disclosure of Relationships

Personal, family, or professional relationships between Verisign employees and a Supplier can create a conflict of interest. A conflict of interest arises when personal or professional interests or activities conflict with, or appear to conflict with, the interests of Verisign. Suppliers must immediately disclose to Verisign any personal, family or professional relationship between its employees and Verisign's employees.

### 3.2 Gifts to or from Suppliers

Exchanging gifts can create conflicts of interest. Verisign discourages Suppliers from providing gifts, meals, entertainment or other business courtesies to Verisign's employees. Other than modest gifts exchanged in the normal course of business, Verisign does not give gifts to or receive gifts from its Suppliers. This restriction applies to family members as well. To provide any gifts to Verisign employees, Suppliers must obtain prior written approval from Verisign. Under no circumstances will Suppliers offer cash, gift cards, or other forms of payment as a gift to a Verisign employee.

## 4. NO RETALIATION, HARASSMENT OR DISCRIMINATION

Suppliers must maintain an effective means for employees and others to report improper actions by their employees and representatives, which includes the ability to make reports anonymously. Suppliers must not retaliate or tolerate any retaliation against anyone who makes a good faith report. Suppliers must protect the identity of anyone making a good faith report. Suppliers may not engage in unlawful discrimination or harassment in the workplace or anywhere in connection with the Supplier's business.

## 5. SUPPLY CHAIN MANAGEMENT

Suppliers must take appropriate steps to ensure that their own suppliers working on Verisign business have substantially similar obligations to those set forth herein.

## 6. REPORTING CONCERNS

Suppliers must report any known or suspected violations by their employees or representatives, as well as by Verisign's employees or representatives, of this Supplier Code of Conduct or Verisign's Code of Conduct. Reports can be made to the Verisign Legal Department at [legal@verisign.com](mailto:legal@verisign.com) or on an anonymous basis, to Verisign's Ethics and Compliance Helpline (1-888-353-5715) or website ([www.VerisignEthicsHelpline.com](http://www.VerisignEthicsHelpline.com)).

## 7. ADDITIONAL INFORMATION

Suppliers are encouraged to present any questions regarding the scope of, or compliance with, this Supplier Code of Conduct to Verisign's Legal Department.