

APPSFLYER'S CODE OF CONDUCT FOR SUPPLIERS

Introduction

AppsFlyer and its affiliated companies ("AppsFlyer") seek to promote the highest standards of ethics, honesty and integrity amongst its employees, consultants, contractors, officers, directors, shareholders, agents, and representatives ("Personnel"). Compliance with the law and AppsFlyer's policy is absolutely critical to AppsFlyer's success. This AppsFlyer's Code of Conduct for Suppliers (this "Code") covers a wide range of business practices, procedures and minimum standards that AppsFlyer expects not only from its employees but also from its Suppliers. Although it does not cover every issue that may arise and while different legal and cultural environments require different standards, it sets out basic principles and requirements that all of AppsFlyer's Suppliers must comply with when doing business with AppsFlyer.

This Code is hereby incorporated into the Purchase Order Terms and Conditions available at <https://www.appsflyer.com/gatedpdfs/pdfs/Purchase-Order-Online-Terms-and-Conditions.pdf>, or any other agreement with AppsFlyer which specifically refers to this Code (the "Terms"). Unless expressly agreed otherwise in writing, the terms of this Code shall apply to all Suppliers who provide AppsFlyer with Goods and/or Services under the Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them under the Terms.

Compliance with this Code is mandatory. Suppliers who fail to comply with this Code are in material breach of the terms. AppsFlyer may audit Supplier's compliance with this policy or appoint a third party to do so.

Honesty, Integrity and Compliance with this Code, Laws, Rules and Regulations

- 1. Compliance with laws.** Obeying the law, both in letter and in spirit, is the foundation on which AppsFlyer's ethical standards are built. All Suppliers must comply with all applicable laws. In the event of a conflict between the law and a policy in this Code, Suppliers must comply with the law; however, if a local custom or policy conflicts with this Code, Supplier's must comply with this Code. Suppliers must notify AppsFlyer of any new law or change in any existing law which may contradict with this Code or cause Supplier to be in breach of the Terms.
- 2. Anti-corruption.** Suppliers must conduct their activities free from extortion, bribery, unlawful, unethical, or fraudulent activity and in full compliance with all potentially applicable anti-corruption laws, including without limitation, the UK Bribery Act and the United States Foreign Corrupt Practices Act. Suppliers will not, nor authorize others to, give or offer "Anything of Value", directly or indirectly, to any government official or employee or any third party for the purpose of improperly obtaining or retaining a business advantage, or to improperly influence any action or decision, including making facilitation payments. "Anything of value" should be broadly interpreted to include cash, gifts to family members, forgiveness of a debt, loans, personal favors, entertainment, meals and travel, political and charitable contributions, business opportunities and medical care, among other items. Simply put, bribes, kickbacks or similar payments are never permitted, whether made to a Government Official or to customers, clients, or other private parties.
- 3. Fair Competition and Fair Dealing.** AppsFlyer seeks to outperform its competition fairly and honestly. AppsFlyer seeks competitive advantages through superior performance and never through unethical or illegal business practices. Suppliers must endeavor to respect the rights of and deal fairly with AppsFlyer and its customers, competitors and Personnel. No Supplier should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, false representation, misrepresentation of material facts, or any other intentional unfair-dealing practice. Suppliers must ensure they maintain true and accurate records. A major part of this commitment to compete fairly is a commitment to abide fully by the antitrust laws. In general, these complex laws prohibit any form of agreement or understanding - whether formal, informal, express, or implied - that unreasonably reduces competition and business rivalry. Absent compelling circumstances, AppsFlyer selects all Suppliers on the basis of written competitive proposals. Suppliers must not engage in restrictions of resale pricing or discussions with a competitor to divide up the market or fix prices or margins.
- 4. Insider trading.** Suppliers must ensure that any non-public information obtained as a consequence of a relationship with AppsFlyer is not used for the personal benefit of the Supplier, its Personnel or other persons. Stealing proprietary information, possessing trade secret information that was obtained without the owner's consent, or inducing such disclosures by past or present employees of other companies is prohibited.
- 5. Trade controls.** Supplier must comply with all applicable trade laws, including laws that control the import, export and re-export of products and information and laws that restrict dealings with entities and individuals located in countries subject to economic sanctions or trade embargoes.
- 6. Conflicts of Interest.** All Suppliers are expected to avoid "conflicts of interest" or any situation which may appear to be a "conflict of interest". A "conflict of interest" exists when a person's private interest interferes in any way with the interests of AppsFlyer. A conflict situation can arise when a Supplier takes actions or has interests that may make it difficult to perform his or her obligations towards AppsFlyer objectively and effectively. Conflicts of interest may also arise when a Supplier, or members of the Suppliers' Personnel or its respective family, receives or offers improper personal benefits or gifts from AppsFlyer or its Personnel in order to obtain or retain certain business advantages or to influence AppsFlyer's business decisions in any way. Loans to, or guarantees of obligations of, AppsFlyer's Personnel and their family members may create conflicts of interest. It is almost always a conflict of interest for an AppsFlyer employee to work simultaneously for a competitor, customer, or Supplier. Supplier must avoid any direct or indirect business connection with AppsFlyer's Personnel, except on our behalf.
- 7. AppsFlyer's Confidential Information and Intellectual Property**

Suppliers must protect AppsFlyer's confidential information in accordance with the Terms. Suppliers should assume that all information acquired while providing Goods and/or Services to AppsFlyer is confidential and thus may not be disclosed to any third party or used

for any reason other than reason for which the confidential information was obtained and to perform its business obligations towards AppsFlyer. Suppliers must always take reasonable precautions to ensure any confidential information is protected from unauthorized disclosure and use.

Suppliers must respect and protect intellectual property rights of third parties and must not infringe, misappropriate or violate the intellectual property rights of others. Suppliers must refrain from misusing any trade secrets, know-how or other proprietary or confidential information of AppsFlyer or of others. Suppliers must promptly notify AppsFlyer if they become aware of any unauthorized use of AppsFlyer's intellectual property, proprietary or confidential information by it or a third party.

Suppliers who have access to AppsFlyer's assets for the purposes of performing its obligations towards AppsFlyer must protect such assets and ensure their efficient use. Supplier must endeavor to avoid and prevent theft, carelessness, and waste. Any suspected incident of fraud or theft should be immediately reported to AppsFlyer for investigation. AppsFlyer's assets should not be used for any purpose other than for the purpose it was provided to the Supplier.

8. **Responsible sourcing.** Suppliers must ensure that any minerals (tantalum, tin, tungsten and gold) in the products they manufacture do not finance or benefit armed groups that are perpetrators of serious human rights abuses.

Employment Standards

9. **Equal Opportunity; No Discrimination.** Supplier must ensure equal employment opportunities and make employment decisions based on merit qualifications and performance and never on characteristics such as gender (including reassignment and identity), marriage and civil partnership, race, color, ethnicity, disability, religion, age, pregnancy and maternity, sexual orientation, or any other characteristics that are protected by law. Suppliers must comply with applicable laws providing equal employment opportunities and prohibit unlawful discrimination by any of its Personnel.
10. **No Harassment.** AppsFlyer is committed to ensuring a pleasant and respectful working environment free of harassment and threats and AppsFlyer believes that respecting each other is essential to maintain a productive, supportive, safe and non-hostile work environment. AppsFlyer expects the same from its Suppliers. Suppliers must not threaten, intimidate or harass its own Personnel, AppsFlyer's Personnel or others who do business with Supplier. Sexual harassment of any kind will not be tolerated. This extends to making any inappropriate or humiliating comments in relation to one's sex or that are sexual in nature.
11. **Health and Safety.** Suppliers must strive to provide its Personnel with a safe and healthy work environment and protect its Personnel from health, safety and environmental hazards within the workplace or working environment. Supplier and its Personnel have a responsibility to follow rules designed to ensure health, hygiene and safety, such as reporting accidents, injuries and unsafe equipment, practices or conditions in order to maintain a safe and healthy workplace. The Supplier must prohibit the use of illegal drugs in the workplace or on AppsFlyer's property and encourage its Personnel not to work under the influence of alcohol.
12. **Freely chosen employment.** Suppliers must allow employment of its employees as a voluntary and free choice and must not be forced onto them. Suppliers should allow its employees to freely discontinue their employment upon reasonable prior notice.
13. **Child Labor.** Suppliers must comply with all child labor laws and not allow child labor. Suppliers must adopt procedures to verify documentation that no Personnel is under the age of 15 (or another age in accordance with applicable laws).
14. **Lawful employment.** Before employing any employees, Suppliers must ensure, by proper and accurate validation procedures and documentation, that such Personnel has a legal right and permit to work in the jurisdiction of employment.
15. **Working hours.** Suppliers must ensure that the working hours of its employees comply with applicable laws.
16. **Pay/wage and benefits.** Suppliers must comply with all local wage and hour laws and regulations, including those relating to overtime pay, minimum wages and other elements of compensation and social benefits.
17. **Freedom of association.** Suppliers must respect the legal right and choice of its employees to become a member or refrain from becoming a member of a worker's association and trade unions.

Environmental Standards. Suppliers must ensure compliance with local and international applicable laws, rules and regulations on how their business affects the environment and take into consideration matters relating to, without limitation, conservation, waste management, maximizing energy efficiency, minimizing risks to the environments, packaging and paper and transportation.