



# WM Supplier Code of Conduct

Last Revised: 2025

## TO OUR VALUED CONSULTANTS, CONTRACTORS AND SUPPLIERS:

At WM ("Company" or "WM") we are driven by our commitments and guided by our values. Every day, we must foster a People First culture where employees are empowered to Do the Right Thing. The Right Way. This idea sets the standard for our fundamental commitments and core values and guides our daily actions and decisions. Our dynamic and distinct culture allows us to operate by the same standard – one that unites us and defines who we are as a company.

When conducting business with WM (or on our behalf), WM expects our consultants, contractors, and business partners ("Suppliers") to act in a manner consistent with this standard, as set forth in this Supplier Code of Conduct ("Code"). As you are an integral part of our success, in addition to complying with this Code, WM also expects you to comply with all applicable laws and regulations.

Please review and use this Code as guidance in conducting all of your business and interactions with WM. Should you require further guidance or have a question, please contact WM.

## ANTI-DISCRIMINATION

WM expects everyone who does business with the Company to treat others with dignity, respect, and mutual civility. WM is an equal opportunity business and is committed to an environment free from discrimination. Suppliers are expected to comply with all applicable laws concerning discrimination and accessibility requirements.

## ANTI-HARASSMENT

WM prohibits harassment and sexual harassment. In addition, WM will not tolerate abusive, threatening, offensive or intimidating verbal or physical conduct. WM expects our Suppliers to uphold these same standards in maintaining a harassment-free workplace when doing business with WM.

## SUPPLIER DIVERSITY

We are committed to a supplier base that respects the communities in which we operate. When competitively sourcing products, goods and/or services, we seek to diversify our supplier base to ensure we meet our customers' needs and maintain business continuity. We fairly consider all businesses which respect and seek to advance sustainability, environmental stewardship, community vitality and the people we serve. WM encourages our Suppliers to take a similar approach in diversifying their supplier base.

## **CONFLICT OF INTEREST**

While in a business relationship with WM, you must always act in the Company's best interest and avoid any actual, potential, or perceived conflicts of interest. This includes situations where a Suppliers' interests actually, or could potentially, interfere, or appear to interfere, with the interests of WM. Additionally, WM expects all Suppliers to disclose to WM all potential or actual conflicts of interest related to their business interactions with WM.

## **GIFTS & ENTERTAINMENT**

WM competes solely on the merits of its products and services. Our Suppliers must avoid even the appearance of any wrongdoing, undue influence, or conflict of interest if offering, providing or accepting gifts or business entertainment with WM. Our Suppliers are prohibited from offering, providing or accepting gifts or business entertainment on behalf of WM. When doing business with or on behalf of WM, offering, providing or accepting bribes, kickbacks, payoffs or other improper payments to obtain or keep business is unethical, illegal and strictly forbidden.

Suppliers are prohibited from offering, providing or accepting cash or cash equivalents (e.g., gift cards, gift certificates, stocks, etc.) to or from WM employees.

## **ACCURACY OF BOOKS & RECORDS**

WM's business and financial records must be accurate and complete, and maintained in reasonable detail. This same expectation applies to our Suppliers. When doing business with WM, Suppliers must ensure that all transactions are properly authorized and accurately recorded in accordance with Generally Accepted Accounting Principles, and all reasonable supporting documentation must be provided where required or requested.

## **INTELLECTUAL PROPERTY**

WM's intellectual property is a valuable business asset. Such intellectual property includes copyrights, patents, trade secrets, trademarks, inventions, ideas and innovations, improvements and enhancements, software, technology, processes, techniques, know-how, algorithms, designs, knowledge or data, graphics, source, HTML and other code, and discoveries, as well as all items derived from the same, written, oral or otherwise expressed, whether or not registered, patented, originated or developed by the Supplier or by any of the Supplier's associates as a result of work performed under or in the course of your engagement with/supply of services to WM. We take measures to protect our intellectual property rights, and those of third parties, and expect our Suppliers to do the same. Suppliers cannot license, distribute or otherwise use any of WM's intellectual property without WM's prior written consent. Suppliers are also expressly prohibited from making unauthorized copies of copyrighted written documents, computer software, or other intellectual property without the prior written consent of the owner or its licensors.

All confidential and proprietary WM information must be returned to WM or destroyed upon your termination for any reason or completion of any business you are doing with WM.

In certain instances, WM will exclusively own rights to all the intellectual property (and resulting work product or derivative work) our Suppliers create or develop for WM, including, all works of authorship, technology, software, technology, processes, techniques, know-how, algorithms, designs, knowledge or data, graphics, source, HTML and other code discoveries, and other work product that are created or produced by a WM Supplier during the period of the Supplier's engagement by WM, within the scope of such Supplier's engagement, whether relating to the period prior to the entering of such formal engagement or otherwise and relating to WM's business or contemplated business, research, or development (collectively, "Work Product"), shall be the sole and exclusive property of WM without the need of WM to take any additional action. Specifically, by reason of being employed by WM, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) or work made in the course of employment as defined in s. 13(3) the Copyright Act (R.S.C., 1985, c. C-42), and such copyrights are, therefore, exclusively owned by WM. To the extent the foregoing does not apply, you agree to assign and hereby irrevocably assign to WM, your entire right, title, and interest in and to all Work Product. Notwithstanding the above, the foregoing obligations will not apply to any intellectual property, works, or inventions (i) that the Supplier developed entirely on the Supplier's own time without using WM's equipment, supplies, facilities, or trade secret information, except for those inventions and intellectual property that either: (A) relate at the time of conception or reduction to practice of the invention to WM's business, or actual or demonstrably anticipated research or development of WM; or (B) result from any work performed by the Supplier for WM; or (ii) that the Supplier developed or owned prior to the commencement of the Supplier's employment with WM.

Without prejudice to the above, to the extent the Suppliers are India based ("Indian Suppliers"):

1. The Indian Suppliers agree that any/all Work Products shall always be the sole property of WM. The Indian Suppliers agree and acknowledge that the entire right, title and interest in all rights to all Work Products are assigned to WM for the worldwide territory including India and will be irrevocable, absolute and free from encumbrances of any kind and at no extra cost and will be royalty free. WM shall be the sole owner of all rights in connection with such Work Products and intellectual property. Furthermore, all works of authorship will be "works made for hire" to the extent allowed by the laws of India. Further, all Work Products shall be kept in confidence by the Indian Supplier and its associates and shall be used only in the performance of services under their engagement with WM and may not be used for other purposes except upon such terms as may be agreed upon in writing by WM. The Indian Supplier confirms that all Work Products are and will be original work products/intellectual property developed by the Indian Supplier and or its associates. If any such rights do not automatically vest in WM, the Indian Supplier hereby irrevocably assigns, transfers and conveys without further consideration to WM all of its right, title and interest in and to Work Product and WM (together with all intellectual property rights therein and thereto) without reservation.

Subject to applicable laws, the assignment of rights in the Work Product to WM as stated herein is in perpetuity or the maximum period permissible under applicable laws or a period of sixty (60) years from the date hereof (whichever is permitted as the maximum period under applicable laws). The Indian Supplier has provided its consent by entering into an engagement with WM that the rights that vest with WM as stated herein in relation to the Work Products will not be deemed to lapse if WM does not exercise the rights for any period, whether under the provisions of Section 19(4) of the Copyright Act, 1957 of India or any other similar provision under any law of any jurisdiction.

2. The Indian Supplier shall sign and do all acts and will cause its associates to sign and do all the acts, which may be necessary, desirable or convenient to enable WM to file and prosecute applications for patents on such Work Products and to maintain patents granted thereon. The Indian Supplier will not and will ensure that any Associate does not raise any objection or claims to the Copyright Board of India with respect to the assignment of the Developments, pursuant to Section 19A of the Copyright Act, 1957, and any similar laws in any other territory of the world.
3. The Indian Supplier shall perform, during and after the term of this Agreement, all acts deemed necessary or desirable by WM to permit and assist it in evidencing, perfecting, obtaining, maintaining, defending and enforcing rights and/or the Indian Supplier's assignment with respect to such Work Products in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Indian Supplier hereby irrevocably designates and appoints WM and its duly authorized officers and agents, as the Indian Supplier's agents and attorneys-in-fact to act for and on behalf and instead of the Indian Supplier, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by the Indian Supplier.
3. The assignment of Work Product and any assignment of copyright as contemplated hereunder includes all rights of integrity, disclosure and withdrawal and any special or other rights that may be known as or referred to as "moral rights" (collectively, "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, the Indian Supplier hereby waives such Moral Rights and consents to any action of WM that would violate such Moral Rights in the absence of such consent. The Indian Supplier shall confirm any such waivers and consents from time to time as requested by WM.

## **CONFIDENTIAL INFORMATION & PRIVACY**

WM takes steps to protect all proprietary, confidential and non-public information of our Company, our employees, customers, and other third parties ("Confidential Information"). WM Suppliers are expected to comply with all applicable laws and regulations governing the protection, use, and disclosure of WM's Confidential Information, as well as any applicable privacy and data protection laws.

Suppliers must not use any Company Confidential Information for purposes not authorized in advance by WM in writing, or disclose any Confidential Information to any third parties, unless the disclosure is expressly authorized and approved in advance by WM in writing. Unauthorized disclosures of Confidential Information are prohibited.

In order to maintain data security and compliance, WM strictly prohibits the uploading or sharing of Confidential Information on online SaaS platforms, including cloud storage, cloud email, or generative AI applications without WM's prior written consent.

Suppliers are expressly prohibited from utilizing any data collected from WM for the purpose of training proprietary or commercial generative AI models. The unauthorized use of any data obtained from our organization for AI model development is strictly forbidden.

## **BUSINESS INTEGRITY**

WM operates in a highly regulated environment and is committed to being accountable, honest, trustworthy, ethical, and compliant in all we do. We must always act with integrity and comply with all applicable laws and regulations. WM expects our Suppliers to conduct business with or on behalf of WM in accordance with these same standards. Our reputation and success depend on it.

## **ANTI-CORRUPTION**

WM is committed to integrity and ethical business practices. We do not tolerate bribery of anyone, at any time. We also prohibit any other form of corruption and facilitation payments. Suppliers are prohibited from offering, giving or accepting bribes, kickbacks or other improper payments when doing business with or on behalf of WM. Suppliers should also comply with the United States Foreign Corrupt Practices Act,, the U.K. Anti-Bribery Act, the Canadian Corruption of Foreign Public Officials Act, India's Prevention of Corruption Act and all applicable anti-corruption and anti-bribery laws and regulations.

No Supplier may make a political or charitable contribution on behalf of WM. Any political or charitable contribution by a Supplier that gives the appearance of being directly or indirectly associated with WM business is prohibited. A "political contribution" is any direct or indirect payment, distribution, subscription, loan, advance, deposit, or gift of money, services, or anything of value to a government or political official or employee, political party, or a person running for an elected office, or in connection with an election, or to an organization or group formed to support or defeat a referendum or ballot issue.

## **ANTITRUST & FAIR COMPETITION**

WM practices fair, open and honest competition. When doing business with WM, we expect our Suppliers to conduct business in a way that complies with all applicable antitrust laws, rules and regulations. This includes promoting vigorous competition, obtaining information fairly and legally, acting independently and not colluding with competitors.



## HUMAN RIGHTS & FORCED LABOR

WM is committed to protecting and advancing human dignity and human rights through fair and ethical business practices. WM is also committed to compliance with U.S. and other applicable forced labor and modern slavery laws, including (i) Section 307 of the Tariff Act of 1930, as amended (19 U.S.C. § 1307) (the “Tariff Act”), which prohibits the importation of goods into the United States of America (“United States”) that were made in whole or in part by forced labor; (ii) the Countering America’s Adversaries Through Sanctions Act (“CAATSA”), which creates a presumption that goods imported into the United States that are made in whole or in part by North Korean workers are made using forced labor and thus prohibited from entry into the United States; (iii) the Uyghur Forced Labor Prevention Act (“UFLPA”), which creates a presumption that goods made in whole or in part in the Xinjiang Uyghur Autonomous Region of the People’s Republic of China or by an entity identified on a list pursuant to that Act are made using forced labor and thus prohibited from entry into the United States; and (iv) Canada’s Fighting Against Forced Labor and Child Labor in Supply Chains Act, SC 2023, c. 9.

When doing business with or on behalf of WM, Suppliers are expected to comply with U.S., Canadian, and other applicable forced labor and modern slavery laws and align their business practices with the United Nations’ Declaration of Human Rights, the International Bill of Human Rights, and the International Labor Organization’s Declaration on Fundamental Principles and Rights at Work. All Suppliers are also required to read and adhere to WM’s Human Rights and Modern Slavery Policy.

Suppliers are prohibited from using any forms of forced, child or coerced labor in the production of goods or services supplied to WM and are prohibited from providing to WM any product made, in whole or in part, with components or services sourced from the Xinjiang region of China. Suppliers are also prohibited from using labor transferred from Xinjiang under the People’s Republic of China-labor programs, including pairing assistance or poverty alleviation programs. As a condition of supplying products or services to WM, Suppliers are required to implement their own forced labor due diligence systems, including their own supplier code of conduct and undergoing appropriate background screenings, to ensure that upstream suppliers implement standards consistent with this Code and to ensure upstream suppliers do not supply components or services made with forced labor.

Suppliers are required to cooperate with any reviews or audits conducted by WM to assess and maintain compliance with applicable laws prohibiting the use of forced labor. In addition, should WM be subject to any verification or auditing procedure with respect to the use of forced or child labor in the production of its goods by any customer of WM or by any government authority, all direct Suppliers, contractors, and consultants to WM Supplier agree to fully cooperate and assist Buyer in providing documentation, evidence, or other information reasonably necessary to respond favorably to such request.

## IMPORT/EXPORT CONTROLS AND SANCTIONS COMPLIANCE

WM is committed to compliance with all applicable economic and trade sanctions, export controls and import controls/customs laws and regulations, and anti-boycott laws, and expect our Suppliers, when doing business with or on behalf of WM, to ensure their business practices align with this commitment.

## SUSTAINABILITY

WM is a responsible steward of the environment and a champion for sustainability principles. WM strives to be a trusted and valued community stakeholder by promoting the responsible use and protection of the natural environment. WM expects Suppliers to comply with all legal and regulatory requirements pertaining to climate change, environmental sustainability, and the protection of natural resources. Additionally, if there are ambiguities in or a legal or regulatory requirement leaves room for interpretation, WM expects all Suppliers to exercise their best judgement, in keeping with prudent industry practices and the spirit of this goal of sustainability when making decisions.

## HEALTH & SAFETY

Health and safety are the foundation of our business at WM, guiding each step we take without compromise. All Suppliers are responsible for ensuring that their operations are conducted safely. Suppliers are expected to observe all prudent health and safety rules, codes, laws and practices and to follow instructions concerning safe and efficient business practices.

## CODE OF CONDUCT

WM expects Suppliers to have processes and controls in place that help them comply with the expectations set forth in this Code. WM also encourages Suppliers to implement their own code of conduct and other policies and procedures to cascade these business standards throughout their own organizations and business practices.

## INTEGRITY HELPLINE

WM cares and expects Suppliers to SPEAK UP to report any known or perceived violation of laws, regulations, our policies, or our Code. WM strictly prohibits any form of retaliation against anyone who SPEAKS UP in good faith.

You can report issues confidentially through the WM Integrity Helpline or to the WM Compliance and Ethics department ([ethics@wm.com](mailto:ethics@wm.com)). The WM Integrity Helpline is maintained by a third party and reports can be made anonymously 24 hours a day, 7 days a week.

- Report Online: [wm.com/speakup](https://wm.com/speakup)
- Report by Phone: Call the toll-free number for your country, which can be found on [wm.com/speakup](https://wm.com/speakup)

## QUESTIONS

Contact WM's Compliance and Ethics department at 713-265-1414 or via e-mail at [ethics@wm.com](mailto:ethics@wm.com).