



**CARS.COM INC.  
SUPPLIER CODE OF CONDUCT**

Cars.com Inc. d/b/a Cars Commerce, Inc. and its subsidiaries ("Cars Commerce"), are committed to doing business ethically, with integrity and in compliance with all applicable laws, regulations and industry standards, and it expects its business partners, including all suppliers of goods and services and their subsidiaries, affiliates, suppliers and subcontractors ("Suppliers"), to share those values and act accordingly. Cars Commerce expects its Suppliers to operate in accordance with the principles in this Supplier Code of Conduct (the "Code") and in full compliance with all applicable laws and regulations to advance social, environmental and ethical responsibility. When differences arise between standards and legal requirements, the stricter standard shall apply, in compliance with applicable law. This Code outlines Cars Commerce expectations, and any failure to comply with these minimum requirements may jeopardize a Supplier's relationship with Cars Commerce, up to and including termination.

**Human Rights, Employment Practices and Working Conditions**

Suppliers of Cars Commerce must respect the dignity and human rights of those associated with and impacted by their operations. At a minimum, this commitment requires compliance with all applicable laws, regulations and standards regarding labor rights, employment practices and working conditions.

**Anti-Discrimination:** Suppliers will demonstrate a commitment to identify, measure, and improve a culture of diversity, equity and inclusion through all aspects of workplace management, including the composition of teams supporting Cars Commerce. Suppliers shall not discriminate against any worker based on age, color, citizenship, physical or mental disability, ethnicity, gender, gender identity, genetic information, marital status, national origin, political affiliation, race, religion, sexual orientation, gender identity, union membership, veteran status or any other status protected by applicable national or local law, in hiring and other employment practices. Suppliers shall not require pregnancy or medical tests, except where required by applicable laws or regulations or prudent for workplace safety.

**Human Trafficking and Forced Labor:** Suppliers shall employ only those who are legally authorized to work and who choose to do so voluntarily. Slavery, forced or coerced labor, bonded labor, indentured servitude, involuntary prison labor and any other form of exploitation are strictly prohibited. Suppliers' employees shall not be subject to unreasonable restrictions on movement within the workplace, and Suppliers shall not withhold their employees' identification or travel documents. Suppliers shall not engage in or support any form of human trafficking.

**Child Labor:** Suppliers shall verify the age of all prospective employees and shall not use child labor in violation of any applicable laws establishing a minimum employment age. In addition, Suppliers shall not employ any person who is less than 15 years old, unless such employment is undertaken pursuant to an apprenticeship or other program that is expressly authorized by law, is clearly beneficial to the individual and neither improperly interferes with the individual's education nor threatens his or her physical, mental or emotional development.

**Wages and Benefits:** Suppliers shall fully comply with all applicable labor and employment laws and regulations, including all applicable wage laws, as well as the terms of any collectively bargained agreements. Their employees shall be paid fair and competitive regular and overtime wages that meet or exceed mandatory minimum wages and are appropriate for the type of work being done. Similarly, Suppliers shall provide their employees with all legally mandated benefits.

**Hours of Work:** Suppliers shall not require employees to work excessive hours and shall be in compliance with applicable limitations, and in absence of such local hour limitations, shall not require employees to work more than eight hours per day or 48 hours per week. All such employees shall be afforded regular time off of work. Wage deductions shall not be used as a disciplinary measure.

**Occupational Health and Safety:** Suppliers shall provide a clean, safe and secure working environment. All supplier employees, facilities and operations must comply with applicable health and safety laws and regulations. Suppliers shall proactively identify and address workplace hazards and shall provide appropriate health and safety-related training in the employees' primary language in an effort to reduce workplace injuries. In addition, Suppliers shall implement emergency preparedness measures and take appropriate steps to protect their employees from violence and threats of violence during work.

**Dignity and Respect:** Suppliers shall treat all of their employees fairly and with dignity and respect. Corporal punishment, physical or verbal abuse, inhumane treatment and harassment are prohibited. In addition, Suppliers' employees shall not be subjected to any other abusive, coercive, hostile, insulting, intimidating, offensive, threatening or unwelcome behavior in the workplace. Suppliers shall not discriminate against current or prospective employees on grounds of age, color, citizenship, physical or mental disability, ethnicity, gender, gender identity, genetic information, marital status, national origin, political affiliation, race, religion, sexual orientation, gender identity, union membership, veteran status or any other protected basis. Suppliers shall comply with applicable privacy laws and regulations and reasonably respect the privacy rights of their employees and any other parties with whom they do business.

**Freedom of Association:** Consistent with applicable laws and regulations, Suppliers shall respect the legal rights of their employees to choose whether or not to join a trade union, workers' organization or any other similar group and to collectively bargain if they choose to be represented.

**Grievance Systems:** Suppliers shall ensure that workers have an effective mechanism to report grievances and that facilitates open communication between management and workers.

### **Environmental Stewardship and Sustainability**

Suppliers of Cars Commerce must strive to minimize the adverse impact of their operations on the environment.

**Safety and Health:** Suppliers shall maintain safe and healthy working environments for employees. This commitment includes, among other things, ensuring that facilities are constructed and maintained in accordance with applicable law and that employees are provided with adequate workstations and equipment. Workers should also receive training in product and safety practices, and suppliers shall develop adequate emergency response plans at their facilities.

**Permitting and Compliance:** Suppliers shall obtain, maintain and adhere to all environmental permits required for their operations. In addition, Suppliers must comply with all applicable environmental laws and regulations, including, but not limited to, those relating to management of emissions, hazardous substances, wastewater and solid waste.

**Sustainability:** Suppliers shall strive to maximize efficiency, reduce waste and conserve the natural resources used in their operations, including water and energy. To the extent possible, Suppliers shall implement active reuse and recycling programs and participate in community efforts to protect and preserve natural resources.

### **Ethical and Lawful Business Practices**

Suppliers of Cars Commerce must act with integrity and in accordance with the highest ethical standards. At a minimum, this requires compliance with all applicable laws, regulations and rules, including the Foreign Corrupt Practices Act (FCPA) and applicable international anti-corruption conventions, as well as a commitment to strong governance practices and transparency in all business activities.

**Diversity, Equity and Inclusion:** Cars Commerce believes in, supports and defends the inalienable rights of individuals to participate freely in democracy, to live without fear as their true and whole selves, and to be afforded equitable, just and fair opportunities to exercise and experience their freedoms as human beings and looks to suppliers to share this commitment in their operations and within their supply chain. Suppliers are expected to take proactive steps to implement intentional diversity, equity and inclusion initiatives and robust professional development programs.

**Anti-Corruption:** Cars Commerce has a zero-tolerance policy with respect to bribery and corruption. Suppliers shall not exercise improper influence or directly or indirectly offer, give or promise money or any other thing of value (including facilitation payments, gifts, meals, entertainment or other business courtesies and benefits, regardless of value) to any individual for an improper purpose. This prohibition applies regardless of whether the recipient is a government official or representative of a private company. Similarly, Suppliers shall not solicit or accept any bribes, kickbacks or other improper payments.

**Gifts and Entertainment:** Suppliers shall not offer, give, promise, solicit or accept any gifts, meals, entertainment, travel or other business courtesies or benefits unless there is a legitimate business reason for doing so and the situation could not give rise to even an appearance of impropriety. All business courtesies and benefits given and received must be lawful, reasonable and consistent with industry standards.

**Conflicts of Interest:** When dealing with Cars Commerce, Suppliers must remain free of any improper influences that stem from personal, business or other arrangements that could create a conflict of interest. Any potential conflicts must be promptly disclosed to Cars Commerce so that appropriate remedial actions can be taken.

**Competition and Fair Dealing:** Suppliers shall not enter into anti-competitive agreements or otherwise seek to undermine free and fair competition in violation of applicable antitrust and competition laws. All information regarding a Supplier's products and services must be accurate and truthful. Misleading statements intended to gain a competitive advantage and disparaging or untrue statements about competitors are prohibited.

**International Trade:** When doing business with Cars Commerce, Suppliers shall ensure that no transactions directly or indirectly involve parties that are subject to U.S. economic sanctions. In addition, Suppliers shall ensure that any transactions involving items or information subject to export controls are lawful, including by obtaining any required export licenses or other permits. Suppliers shall respect all laws and regulations governing the importation of goods into the United States.

**Privacy and Data Protection:** We expect our suppliers to protect confidential information, including personal information. Suppliers must build and use secure products and services and must adopt and maintain processes to provide reasonable protections for personal, proprietary and confidential information, including information that they access, receive or process on behalf of Cars Commerce. Suppliers should recognize that unauthorized use or disclosure of such information may have personal, legal, reputational and financial consequences for the supplier, individuals whose personal information may be implicated, and for Cars Commerce. Suppliers must provide clear and accurate privacy notices when collecting or processing personal data and honor privacy choices by using data only as agreed. In addition, suppliers must comply with all applicable privacy / data protection and information security laws and regulations.

**Use of Information and Assets:** In some instances, Suppliers will have access to facilities, equipment, systems, information or other assets of Cars Commerce. Suppliers shall comply with the terms of any agreements governing the use of such assets and shall take all appropriate steps to protect them from damage, loss, misuse, theft or unauthorized access. In particular, confidential information may only be used for legitimate business purposes and must never be shared with third parties unless specifically authorized by Cars Commerce. Suppliers shall not use

any Cars Commerce logo, trademark or service mark without written authorization.

**Financial Integrity:** In accordance with applicable laws and accepted accounting practices, Suppliers shall implement internal controls over financial reporting and maintain accurate and complete books and records that fairly reflect all transactions. All contracts and invoices shall accurately and in reasonable detail describe the goods and services provided to Cars Commerce. False, incomplete or misleading business records are unacceptable.

**Product Quality and Performance:** Suppliers shall respect all contracts with Cars Commerce and deliver goods and services on time and to the agreed-upon specifications. All goods must comply with applicable quality, safety and labeling requirements.

### **Compliance with this Code and Additional Information**

**Compliance and Scope:** Compliance with this Code is an expectation for all companies doing business with Cars Commerce. Importantly, the minimum requirements set forth herein apply throughout the supply chain. Accordingly, Suppliers shall communicate these requirements to—and require compliance by—their parent companies, subsidiaries, affiliates, directors, officers, employees and any other parties that support their business activities with Cars Commerce, such as consultants or subcontractors.

**Supplier Compliance Program:** Suppliers should take steps to ensure their compliance with this Code, including by implementing an ethics and compliance program that is reasonably designed to address all relevant topics. Features of such a program may include a management commitment to ethical business practices and compliance with applicable laws and regulations, appropriate policies, procedures and internal controls, training for employees, mechanisms for employees and others to raise concerns without fear of retaliation and processes to address such concerns.

**Auditing and Monitoring:** Suppliers should perform periodic evaluations of its facilities and operations, and the facilities and operations of its subcontractors and next-tier suppliers that provide goods or services to Cars Commerce to ensure compliance with this Code and the law. Suppliers will permit Cars Commerce and/or a third party designated by Cars Commerce to periodically evaluate Supplier's facilities and operations, and those of its subcontractors and next-tier

suppliers, to the extent they are providing goods or services to Cars Commerce, for Cars Commerce's benefit, or for use in Cars Commerce products. Suppliers is responsible reviewing and confirming its compliance with this Code at least annually.

**Reporting and Violations:** Suppliers shall promptly inform Cars Commerce of any violations or suspected violations of this Code and promptly take corrective action to remediate the violation. Reports can be made to the Cars Commerce Chief Legal Officer at [legal@cars.com](mailto:legal@cars.com) or by phone at 312-601-5000.

If any Supplier wishes to anonymously raise a concern regarding potential violations of this Code or other ethics and compliance issues related to business with Cars Commerce, they may contact the Cars Commerce Ethics Line, which is administered by an independent provider and can be reached in any of the following ways:

Electronically at: [www.lighthouse-services.com/cars.com](http://www.lighthouse-services.com/cars.com)

Or by phone at:

English speaking USA and Canada: 833-222-1735

Spanish speaking USA and Canada: 800-216-1288

Spanish speaking Mexico: 01-800-681-5340

French speaking Canada: 855-725-0002

Cars Commerce will investigate all reports of misconduct promptly and thoroughly. Any substantiated allegations may result in corrective actions or termination of contract. There will be no retaliation against anyone who makes a good faith report of alleged wrongdoing, even if it is ultimately determined that no violation occurred.

**Verification and Remediation:** Cars Commerce reserves the right to verify compliance with this Code. To that end, Suppliers shall maintain documentation to demonstrate their compliance and provide such documentation and any other relevant information to Cars Commerce upon request.

**Additional Information:** Any questions about this Code or Cars Commerce expectations should be raised to the Cars Commerce Chief Legal Officer at [legal@cars.com](mailto:legal@cars.com) or by phone at 312-601-5000.

**Disclaimer:** This Cars Commerce Supplier Code of Conduct can be modified, changed or withdrawn by Cars Commerce at any time. This Code, or the demonstration of its compliance, does not create any agency relationship or third-party beneficiary rights for the Supplier.

**Effective Date:** October 4, 2021

**Revised:** October 4, 2021

**Policy Contact:** Legal Department

**Applies to:** Cars.com Inc. and its subsidiaries