Rapid7, Inc.
Supplier Code of Conduct
Introduction

Rapid7 maintains principles to promote honest and ethical conduct, safe working conditions, the protection of sensitive information, and the treatment of workers with respect and dignity. This Supplier Code of Conduct (the “Code”) describes Rapid7’s expectations for how our suppliers, contractors, service providers, and other business partners (each, a “Supplier”) will implement and adhere to those principles when conducting business with or on behalf of Rapid7. We expect that Suppliers will embrace the values embedded in this Code and conduct business with integrity, fairness, and respect. This Code should be viewed as the minimum standards that we expect from our Partner community and is not intended to reduce, replace, or limit any other legal or contractual obligations that Suppliers have to Rapid7. This Code is not intended to cover every applicable law or topic; for further guidance, please contact Rapid7’s Legal Dept. Rapid7 may update this code at any time.

Compliance with the Law

Rapid7 believes in acting ethically and obeying the law. Suppliers are expected to understand the legal and regulatory requirements governing their area of responsibility, including federal, state, and other applicable laws. While conducting business with or on behalf of Rapid7, all Suppliers will act in full compliance with all applicable laws and regulations of the jurisdictions in which they operate.

Anti-Corruption and Anti-Bribery

Exchanging gifts and extending hospitality can be a legitimate part of building business relationships, when done in accordance with the law and this Code. Suppliers must ensure that gifts and hospitality are not intended to be, or perceived to be, bribes, kickbacks, or other forms of inappropriate influence to obtain or retain business or to gain or appear to gain an improper business advantage. Rapid7 strictly prohibits any and all forms of bribery, corruption, kickbacks, extortion, and embezzlement whether directly or through a third party. This applies both in dealings with public officials and individuals in the private sector.

Suppliers are also prohibited from all forms of money laundering, including disguising transactions, channeling unlawfully obtained money, or transforming such money into legitimate funds. Suppliers will understand and comply with all applicable laws and regulations, including those related to anti-bribery, anti-corruption, and anti-money laundering.
Conflicts of Interest

Suppliers must refrain from engaging in actual or apparent conflicts of interest. Conflicts of interest occur when personal interests or activities may influence the ability to act objectively in connection with the promotion, sale, or distribution of Rapid7's products or services. Suppliers must immediately disclose all conflicts of interests with Rapid7 to their knowledge (both personal and organizational) including, but not limited to, a familial or close personal relationship with any Rapid7 employees, officers, or other representatives who have an influence over their engagements with us.

Insider Trading

Supplier must comply with all applicable insider trading and securities laws governing transactions in Rapid7 securities. Suppliers who obtain material, nonpublic information about Rapid7, as a result of their business relationship with Rapid7, are prohibited by law from trading Rapid7 stock or any other security based on that information. Suppliers are also prohibited from communicating (called “tipping”) such information to others who might trade on the basis of that information.

Protection of Intellectual Property | Privacy

Suppliers will respect intellectual property rights and comply with privacy rules and regulations. Suppliers will respect the intellectual property ownership rights of Rapid7 and all third parties. Suppliers will only use information technology and software that has been legitimately acquired and licensed. Suppliers will comply with all applicable privacy, data protection, and information security laws and regulations, including but not limited to national, federal, state, local, and industry- or sector-specific laws or regulations.

Books, Records, and Public Reports | Compliance/Business Records + Accounting

Books, records, and other public reports must be full, fair, accurate, and timely. Information regarding Supplier labor, health and safety, environmental practices, business activities, structure, financial situation, and performance is to be
disclosed in accordance with applicable legal, accounting, and regulatory requirements and prevailing industry practices, including those transactions or expenditures of Rapid7-related business. In connection with Rapid7's business, there cannot be any unrecorded funds, assets, or any other type of “off the books” accounts, no matter the reason for such accounts. Falsification of records and/or misrepresentation of conditions or practices are unacceptable.

**Fair Competition and Antitrust**

Rapid7 supports vigorous, open and fair competition. Suppliers will comply with all applicable competition and antitrust laws and regulations. In addition to adherence to applicable laws and regulations, Suppliers must not discuss or agree with any competitors to (1) fix or control prices; (2) coordinate during a bidding process; (3) divide or allocate markets, territories, products, customers, or suppliers; or (4) limit the production or sale of products or product lines. Suppliers must not make false, misleading, deceptive, or fraudulent statements regarding Rapid7 products and services. Suppliers must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation, or any other unfair-dealing practice. Suppliers will only use legal means to gather information about sellers of products that compete with Rapid7 products. Any activity in violation of these laws is prohibited.

**Trade Compliance**

All suppliers will strictly comply with applicable trade laws, including the export control laws of the United States that control the import, export, and re-export of Rapid7 products. Supplier will not export, re-export, transfer, divert, release, import or disclose any Rapid7 products or any direct product thereof, technical data relating to such products, or Rapid7 confidential information to another person or entity except under license or as otherwise permitted under such laws and regulations. Suppliers must comply with economic sanctions and trade embargoes imposed or approved by the United States Government. This includes, but is not limited to, the EAR administered by the Department of Commerce, designed to ensure that transfers of products, services and technology are accomplished in a manner that is consistent with national security and foreign policy goals. These controls include the trade and economic sanctions administered by OFAC.
Public Sector Dealings

Activities that may be appropriate when dealing with non-public sector or non-government customers may be improper and even illegal when dealing with government entities, government-owned entities, government-controlled entities, or entities subject to government procurement rules (“Government Customers”). Suppliers that do business with any Government Customers are responsible for knowing and complying with all laws, rules, and procurement regulations that relate to government contracting and interaction with Government Customer employees and officials, whether such action is direct or indirect. Examples include, but are not limited to the following: (1) Suppliers must not attempt to obtain, directly or indirectly, from any source procurement-sensitive information that is not publicly available or otherwise authorized for disclosure by the Government Customer, (2) Suppliers must ensure the submission of accurate invoices to the government and comply with all laws regarding invoicing and payments, (3) Suppliers must not give or offer any gratuity, gift, favor, or anything of value to any Government Customer employee or official except as is permitted by applicable law, (4) Suppliers are required to establish and maintain appropriate internal controls to ensure compliance with all applicable local country and U.S. laws concerning Government Customer employees or officials, and (5) Suppliers are responsible for ensuring compliance with all laws related to lobbying and political contributions, and such activities must only be undertaken in compliance with law and never with the intent of obtaining any improper or illegal benefit for Supplier or Rapid7.

Human Rights and Labor Standards

Rapid7 is committed to promoting a work environment inclusive of all people that is free of harassment, bullying, discrimination, inhumane treatment, and threats of physical violence.

Suppliers must provide a safe and healthy work environment, fully compliant with all employment, health and safety laws. Suppliers must to follow all safety rules and practices, cooperate with officials who enforce these rules and practices, and, as quickly as practicable, report all accidents, injuries, and unsafe practices or conditions as required by law.

Suppliers must abide by local minimum wage, overtime pay, benefits, and maximum working hour requirements. Suppliers are required to comply with applicable laws supporting fair labor and antislavery practices that allow for freely chosen employment, absent of forced, bonded or involuntary labor. Rapid7 expects suppliers to observe and conform to international principles, including
but not limited to, the UK Modern Slavery Act of 2015. The use of child labor is strictly prohibited. Partners are expected to adhere to minimum age provisions set forth in local laws and regulations and should not use workers that are under the legal age for employment. Suppliers must, prior to employing any worker, review and validate all relevant documentation to ensure that such worker has the legal right to work in that jurisdiction. Rapid7 recognizes employee rights to freedom of association and collective bargaining and asks Suppliers to do the same. Suppliers are expected to respect the legal rights of employees to join or to refrain from joining worker organizations, including trade unions.

**Non-Discrimination**

Rapid7 is an equal opportunity employer. We are committed to a workplace free of harassment and unlawful discrimination and we hold our suppliers to commit to the same. Suppliers will not discriminate based on age, ancestry, color, gender or sex (including pregnancy), gender identity or expression, genetic information, marital status, medical condition, mental or physical disability, national origin, family care or medical leave status, race, religion (including beliefs and practices or the absence thereof), sexual orientation, military or veteran status, or any other federal, state, or local protected class.

**Environmental Standards**

As a global company, Rapid7 is dedicated to supporting country-level climate goals. We believe that environmental sustainability is critical both as a business and a community and we expect suppliers to share in this commitment, as set forth in our Rapid7 Environmental Sustainability Policy and responding to challenges posed by climate change and working toward protecting the environment. Supplier shall develop, implement, and maintain environmentally responsible business practices and take measures to ensure in manufacturing operations, adverse effects on the community, environment and natural resources are to be minimized while safeguarding the health and safety of the public. We expect suppliers to operate in compliance with all environmental laws, regulations, and standards, including requirements for chemical and waste management and disposal, recycling, industrial wastewater treatment and discharge, air emissions controls, environmental permits, and environmental reporting.

Rapid7 encourages its Suppliers to take all reasonable measures to reduce their negative impact to the environment through adoption and promotion of programs such as recycling, waste reduction and conservation of natural resources. Rapid7
further encourages its Suppliers to establish publicly visible science-based targets in line with the objectives of the Paris Climate Agreement.

**Raising Concerns/Reporting Violations (No Retaliation)**

Rapid7 shall protect whistleblower confidentiality. Rapid7 will not retaliate and will prohibit retaliation taken against any individual who has in good faith raised questions, sought advice, cooperated in any investigation regarding improper conduct, or reported misconduct, questionable behavior, or a possible violation of law or policy. One may anonymously report these concerns by either (i) leaving an anonymous message via a toll free telephone call at 1-800-341-7686, (ii) leaving a comment online at https://rapid7.alertline.com, or (iii) sending a message from an anonymous email address to compliance@rapid7.com.

**Compliance with Supplier Code**

In addition to reviewing this Code, it is Supplier’s obligation to seek guidance on compliance issues as they arise and report suspected or actual violations of this Code or of applicable laws to Rapid7 promptly. Failure to comply with applicable laws may result in civil and/or criminal fines, as well as significant harm to goodwill and business reputation. Any violation of this Code may result in remedial action(s) up to and including termination of contracts or status as a supplier of materials, products, software, and/or services to Rapid7. However, this Code is not intended to create new or additional rights, or any additional obligations, in favor of Suppliers, Supplier personnel, or any third parties. It supplements, but does not supersede, the contracts between Rapid7 and Supplier.

For any questions about this Code, please contact the Legal Team at notices@rapid7.com.