



SUPPLIER PRINCIPLES

Integrity. Compliance. Excellence. — Extended to Our Supply Chain.

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Applies to: All Direct, Indirect, and Sub-Tier Suppliers, Vendors, Contractors, and Agents of Hydra Host

Issued by the Office of the Head of Compliance

Contents

Introduction and Purpose	3
Scope and Application.....	4
Commitment I: Suppliers Compete with Integrity	5
Ethical Business Conduct	5
Anti-Bribery, Corruption, Gifts, and Hospitality.....	5
Conflicts of Interest	5
Insider Trading and Material Non-Public Information.....	5
Competing Fairly — Antitrust and Competition Law	6
Accurate Records and Financial Integrity	6
Third-Party and Subcontractor Due Diligence.....	6
Commitment II: Suppliers Protect What Matters	7
Personal Data Protection and Privacy	7
Confidential Information and Intellectual Property	7
Information Security and Cybersecurity.....	7
Commitment III: Suppliers Know Their Counterparties.....	9
Export Controls, Sanctions, and Import Compliance	9
Government Contracting Compliance	9
Anti-Boycott Compliance	10
Restricted Technology Sourcing	10
Anti-Money Laundering and Financial Crime Prevention	10
Commitment IV: Suppliers Build Trusted Relationships.....	12
Supply Chain Integrity and Responsible Sourcing.....	12
Conflict Minerals and Responsible Minerals Sourcing.....	12
Business Continuity and Quality	12
Commitment V: Suppliers Respect Every Person.....	13
Human Rights, Labor Standards, and Working Conditions.....	13
Workplace Health and Safety	13
Environmental Responsibility and Sustainability.....	13
Responsible Use of Technology and Artificial Intelligence	13
Supplier Due Diligence, Monitoring, and Audit Rights	15
Reporting Concerns and Non-Retaliation.....	15
Consequences of Non-Compliance	15
Waivers and Amendments.....	16
Supplier Acknowledgment.....	17

Introduction and Purpose

Hydra Host, Inc. (“Hydra Host,” “we,” or “us”) builds and operates the advanced computing and GPU infrastructure that powers some of the world’s most demanding AI systems. Our customers and partners trust us because of the integrity of our operations, and that trust extends to everyone in our supply chain. Our Code of Conduct commits Hydra Host to the philosophy that *“Compliance Sells.”* That rigorous compliance is not overhead, but a durable competitive advantage that unlocks markets, secures supplier allocations, and builds long-term enterprise value. These Supplier Principles (“Principles”) extend that same philosophy, and the same Five Core Commitments in our Code of Conduct, to the suppliers, vendors, contractors, and business partners who support our business.

These Principles set out the minimum standards of legal compliance, ethical conduct, and responsible business practice that Hydra Host requires of every Supplier. Compliance with these Principles is not aspirational guidance. It is a mandatory condition of doing business with Hydra Host. Where a Supplier's own code of conduct or policies impose a higher standard than these Principles, the higher standard controls. Hydra Host expects Suppliers to require upstream suppliers, vendors, contractors, and business partners to adhere to similar standards.

These Principles do not replace or limit any obligations set out in a Supplier's underlying commercial agreement with Hydra Host, applicable law, or Hydra Host's other policies communicated to Suppliers from time to time. In the event of a conflict between these Principles and the Supplier's agreement with Hydra Host, the terms of that agreement will govern unless the agreement provides for a lower standard than required by applicable law, in which case applicable law controls.

Scope and Application

These Principles apply to all Hydra Host Suppliers, defined as any company, organization, or individual that provides goods, services, technology, software, or labor to Hydra Host, including:

- Direct suppliers, vendors, and service providers under contract with Hydra Host;
- Subcontractors, agents, resellers, distributors, and sub-tier suppliers engaged in the delivery of goods or services to Hydra Host, at any tier;
- Suppliers of GPUs, semiconductors, data center hardware, colocation, cloud, and other infrastructure components critical to Hydra Host's operations;
- Suppliers of software, AI tools, and technology platforms used in the design, delivery, or support of Hydra Host products or services; and
- Consultants, contractors, and staffing agencies providing personnel who work on Hydra Host's behalf.

Suppliers are responsible for ensuring that their own employees, agents, and subcontractors who perform work related to Hydra Host understand and comply with these Principles. “Key Suppliers” — those designated by Hydra Host based on spend, criticality, or risk (including principal GPU, chip, and infrastructure suppliers) — may be subject to additional due diligence, certification, and audit requirements described in these Principles.

Commitment I: Suppliers Compete with Integrity

Suppliers must conduct business ethically, lawfully, and fairly in every market where they operate on Hydra Host's behalf.

Ethical Business Conduct

Suppliers must communicate honestly and accurately in all dealings with Hydra Host. Suppliers must represent their capabilities, pricing, and qualifications truthfully, and must promptly disclose any information that a reasonable person would consider material to Hydra Host's business decisions.

Anti-Bribery, Corruption, Gifts, and Hospitality

Suppliers must comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, and the anti-corruption laws of every jurisdiction in which the Supplier operates, sells, or delivers on Hydra Host's behalf (collectively, "Anti-Corruption Laws"). Suppliers must never offer, promise, give, request, or accept a bribe, kickback, or anything of value, directly or through a third party (such as an agent, distributor, or consultant), to improperly influence any business decision or to obtain or retain business for Hydra Host.

Specifically, Suppliers must:

- Never provide gifts, meals, entertainment, or travel of any value to a government official in connection with Hydra Host business without advance written approval from Hydra Host Compliance;
- Ensure any gifts or hospitality offered to Hydra Host personnel are modest, infrequent, and consistent with ordinary business courtesy. As a guideline, items exceeding \$75 in value require the recipient's manager's advance approval, and items exceeding \$500 require advance approval from Hydra Host Compliance;
- Never offer or provide cash or cash equivalents (including gift cards or cryptocurrency) to any Hydra Host employee or to any third party on behalf of Hydra Host under any circumstances;
- Maintain adequate internal controls, policies, and procedures reasonably designed to prevent bribery and corruption within their own operations and subcontractor relationships; and
- Never engage or pay a third party (agent, broker, consultant, or intermediary) in connection with Hydra Host business where the Supplier knows or has reason to believe the payment may be used, in whole or in part, for an improper purpose.

Conflicts of Interest

Suppliers must avoid actual or apparent conflicts of interest involving Hydra Host business. Suppliers must promptly disclose to Hydra Host Compliance (compliance@hydrahost.com) any circumstance in which a Supplier's personnel, ownership, or business interests overlap with those of a Hydra Host employee (including family, romantic, financial, or other personal relationships) that could compromise, or appear to compromise, the Supplier's objectivity or a Hydra Host employee's independent judgment.

Insider Trading and Material Non-Public Information



Suppliers that obtain material non-public information about Hydra Host or its customers and partners in the course of the relationship (for example, information about a financing round, a customer contract, or a prospective acquisition) must not trade, or advise or induce others to trade, in the securities of Hydra Host or any affected company on the basis of that information, and must otherwise comply with applicable insider trading and securities laws.

Competing Fairly — Antitrust and Competition Law

Suppliers must comply with all applicable antitrust and competition laws in the jurisdictions where they operate. Consistent with Hydra Host's own standards for competing fairly, Suppliers must never, in connection with Hydra Host business:

- Agree, formally or informally, with any competitor of Hydra Host or of the Supplier to fix prices, rig bids, allocate customers, territories, or markets, or collectively refuse to deal with any party;
- Share or solicit competitively sensitive information such as pricing, costs, margins, capacity, or forward-looking business strategy relating to Hydra Host with or from any of Hydra Host's competitors; or
- Enter into any teaming, joint venture, or information-sharing arrangement concerning Hydra Host business with a competitor of Hydra Host without appropriate safeguards.

Penalties for antitrust violations can include substantial criminal and civil fines and, for individuals, imprisonment. Suppliers should exercise particular caution at industry and trade association meetings and disengage immediately from any conversation that turns to pricing, bidding, or market allocation.

Accurate Records and Financial Integrity

Suppliers must maintain accurate, complete, and timely books, records, invoices, and supporting documentation for all transactions with Hydra Host, and must never create or submit false, misleading, or altered records, invoices, certifications, or reports. Suppliers must cooperate fully and promptly with any reasonable Hydra Host request for financial records relevant to the parties' business relationship, and must promptly report any suspected fraud, misappropriation, or financial irregularity involving Hydra Host to Hydra Host Compliance.

Suppliers must comply with applicable financial regulations governing their business, including those relating to invoicing, taxation, and (where applicable) payment services, e-money, or money transmission licensing in the jurisdictions in which they operate.

Suppliers must retain the books, records, invoices, and supporting documentation described above for a minimum of [five (5)] years following the applicable transaction, or such longer period as required by applicable law or Hydra Host's written instruction.

Third-Party and Subcontractor Due Diligence

Suppliers that engage subcontractors, agents, or other third parties to perform work related to Hydra Host business must conduct risk-based due diligence on those parties before engaging them and must flow down the substantive requirements of these Principles to any subcontractor or sub-tier supplier performing Hydra Host-related work. Suppliers remain responsible to Hydra Host for their subcontractors' compliance with these Principles.

Commitment II: Suppliers Protect What Matters

Suppliers that access, process, or store Hydra Host's data, our customers' data, or our confidential information must protect it with the same rigor Hydra Host applies to its own systems.

Personal Data Protection and Privacy

Suppliers that access, collect, process, or store personal information on behalf of, or received from, Hydra Host must:

- Process personal information only for the specific, legitimate business purposes authorized by Hydra Host, on a need-to-know basis;
- Comply with all applicable data protection and privacy laws, including as applicable the EU/UK General Data Protection Regulation (GDPR), the California Consumer Privacy Act as amended by the CPRA, and other national or state privacy laws governing the personal information handled;
- Implement appropriate technical and organizational safeguards, including encryption, access controls, and secure retention and deletion practices, to protect personal information against unauthorized access, loss, or disclosure;
- Notify Hydra Host without undue delay, and in no event later than 48 hours after discovery, of any actual or suspected data security incident or breach involving Hydra Host or customer personal information; and
- Not use Hydra Host data or customer data to train, fine-tune, or otherwise develop any artificial intelligence or machine learning model without Hydra Host's express prior written consent (see Responsible Use of Technology and Artificial Intelligence, below).

Confidential Information and Intellectual Property

Suppliers must protect Hydra Host's confidential and proprietary information, and that of Hydra Host's customers and partners, using at least the same degree of care they use to protect their own confidential information, and no less than a reasonable standard of care. Suppliers must use such information solely for the purpose for which it was disclosed, limit access to personnel with a genuine need to know who are bound by confidentiality obligations, and return or securely destroy such information upon Hydra Host's request or at the conclusion of the engagement. Suppliers must respect Hydra Host's and third parties' intellectual property rights and must not infringe copyrights, patents, trademarks, or trade secrets in the goods, services, software, or content they provide to Hydra Host, including content generated using AI tools.

Information Security and Cybersecurity

Suppliers with access to Hydra Host systems, networks, facilities, or data must maintain a security program aligned with recognized industry frameworks (such as ISO 27001 or the NIST Cybersecurity Framework) that includes, at minimum:

- Access controls, including unique user credentials and multi-factor authentication, with access promptly revoked when no longer needed;



- Encryption of Hydra Host data in transit and at rest, and secure software development and patching practices;
- A documented incident response process, with notification to Hydra Host of any security incident affecting Hydra Host systems or data as soon as reasonably possible;
- Annual security awareness training for personnel with access to Hydra Host systems or data; and
- Prompt reporting of suspected vulnerabilities in products or services provided to Hydra Host through the channel designated in the parties' agreement.

Commitment III: Suppliers Know Their Counterparties

As a provider of advanced computing and GPU-based infrastructure, Hydra Host operates in one of the most heavily regulated corners of global trade. Suppliers play a direct role in protecting Hydra Host's ability to operate, export, and serve customers lawfully.

Export Controls, Sanctions, and Import Compliance

Suppliers must comply with all applicable export control, sanctions, and import laws and regulations, including the U.S. Export Administration Regulations (EAR) administered by the Department of Commerce's Bureau of Industry and Security (BIS), the trade and economic sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), and the equivalent laws of the European Union, United Kingdom, and other applicable jurisdictions (collectively, "Trade Compliance Laws").

In particular, Suppliers must:

- Never sell, transfer, export, re-export, or provide access to Hydra Host products, GPUs, technology, or technical data without confirming that all required export authorizations, licenses, or exceptions are in place;
- Screen customers, counterparties, and end-users against applicable denied and restricted party lists (including OFAC's Specially Designated Nationals and Blocked Persons List, and BIS's Entity List, Denied Persons List, and Military End-User List) before engaging in any transaction connected to Hydra Host business;
- Immediately escalate to Hydra Host Compliance any request, instruction, or indication that Hydra Host products, GPUs, or technology may be diverted to an unauthorized end-user, end-use, or destination, including diversion risk to embargoed or comprehensively sanctioned countries and regions;
- Obtain advance written approval from Hydra Host Compliance before engaging in any transaction connected to Hydra Host business involving a party located in, or a national of, a country or region subject to comprehensive U.S., EU, or UK sanctions;
- Comply with applicable import laws and customs requirements, including accurate country-of-origin declarations, tariff classification, and valuation; and
- Complete export control training relevant to their role and maintain awareness of regulatory developments affecting advanced computing and semiconductor trade controls, which change frequently.

Government Contracting Compliance

When Supplier's goods, services, or technology are used by Hydra Host to fulfill a U.S. federal, state, or local government contract or subcontract, Supplier shall comply with the following, as applicable, without further amendment of these Principles:

- Comply with all clauses incorporated by reference under the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS) applicable to Supplier's role, including but not limited to FAR 52.204-21 (Basic Safeguarding of Covered Contractor Information Systems) and, where Supplier's performance involves "covered defense information," DFARS 252.204-7012



(Safeguarding Covered Defense Information and Cyber Incident Reporting), 252.204-7019, 252.204-7020, and 252.204-7021 (NIST SP 800-171 Assessment Requirements);

- Represent and warrant that neither Supplier nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any U.S. government agency, and immediately notify Hydra Host of any change in that status;
- Provide current, accurate, and complete information when Hydra Host relies on such information for representations to a government customer, including country-of-origin, export classification, size/socioeconomic status, and compliance certifications, and immediately notify Hydra Host of any change affecting the accuracy of such representations;
- Comply with the restrictions on covered telecommunications and video surveillance equipment described under Restricted Technology Sourcing, above, which apply independently of Supplier's government-contracting status; and
- Certify compliance with the foregoing upon Hydra Host's request.

Anti-Boycott Compliance

Suppliers must not participate in, comply with, or support any international boycott that is not sanctioned by the United States government, including boycotts of Israel, and must not furnish information, take any action, or agree to any contractual term in furtherance of such a boycott in connection with Hydra Host business, consistent with the U.S. anti-boycott regulations administered by BIS and the U.S. Department of the Treasury.

Restricted Technology Sourcing

Suppliers providing GPUs, semiconductors, components, or technology to Hydra Host must not knowingly source such items, or their substantial or essential components, from any entity on the BIS Entity List, Military End-User List, or equivalent restricted-party lists, and must promptly disclose to Hydra Host any known sourcing relationship with a restricted or sanctioned party in their upstream supply chain. Suppliers must promptly notify Hydra Host of any change in export control classification, license requirement, or country-of-origin status affecting products or technology supplied to Hydra Host.

Suppliers must further ensure that products, systems, or services provided to Hydra Host do not use, as a substantial or essential component, any covered telecommunications or video surveillance equipment or services restricted under Section 889 of the U.S. National Defense Authorization Act (including equipment and services produced by Huawei, ZTE, Hytera, Hikvision, or Dahua, or their subsidiaries and affiliates), and must promptly notify Hydra Host if this changes.

Anti-Money Laundering and Financial Crime Prevention

Hydra Host's platform and business relationships must never be used, directly or indirectly, to facilitate money laundering, terrorist financing, sanctions evasion, or related financial crime. Suppliers involved in payment processing, invoicing, or financial transactions connected to Hydra Host must apply reasonable know-your-counterparty diligence and must promptly report to Hydra Host Compliance any request or circumstance that raises a red flag, including:



- Requests to route payments through parties with no apparent connection to the transaction, or to use cash, cryptocurrency, or other non-standard instruments for high-value transactions;
- Counterparties who are evasive about the source of funds, beneficial ownership, or the purpose of a transaction, or whose transaction patterns are inconsistent with their stated business; and
- Ownership structures that appear designed to obscure beneficial ownership, or transactions structured to fall below reporting thresholds.

If a Supplier identifies or suspects a red flag, it must pause the affected activity pending Hydra Host Compliance review and report the concern promptly. Suppliers must never disclose to a customer, counterparty, or unauthorized person that a report or investigation has been made, because “tipping off” is itself a criminal offense in many jurisdictions.

Commitment IV: Suppliers Build Trusted Relationships

Supply Chain Integrity and Responsible Sourcing

Hydra Host selects and retains Suppliers based on quality, reliability, and a shared commitment to ethical standards. Suppliers must:

- Prohibit forced labor, bonded or indentured labor, involuntary prison labor, human trafficking, and child labor anywhere in their operations and supply chain;
- Respect workers' freedom of association and right to collective bargaining in accordance with applicable law;
- Comply with applicable wage, hour, and working-time laws; and
- Maintain and enforce their own anti-corruption and ethical business programs, extending equivalent expectations to their own suppliers and subcontractors.

Conflict Minerals and Responsible Minerals Sourcing

Suppliers whose products contain tin, tantalum, tungsten, gold, cobalt, lithium, natural graphite, mica, or other minerals of concern must exercise due diligence consistent with the OECD Due Diligence Guidance for Responsible Supply Chains from Conflict-Affected and High-Risk Areas, and must provide sourcing information to Hydra Host upon request, including through industry-standard reporting templates such as the Responsible Minerals Initiative's Conflict Minerals Reporting Template (CMRT), where applicable to the Supplier's products.

Business Continuity and Quality

Key Suppliers, particularly those providing GPUs, chips, and critical infrastructure components, are expected to maintain a business continuity plan appropriate to their role in Hydra Host's supply chain and to notify Hydra Host promptly of any material disruption, capacity constraint, or quality issue affecting their ability to perform.

Commitment V: Suppliers Respect Every Person

Human Rights, Labor Standards, and Working Conditions

Suppliers must treat all workers with dignity and respect, provide equal opportunity without discrimination based on protected characteristics, and maintain workplaces free of harassment, in accordance with applicable law and the human-rights standards reflected in Hydra Host's Code of Conduct.

These commitments are informed by the International Labour Organization's core conventions, the UN Guiding Principles on Business and Human Rights, and applicable anti-slavery and human-trafficking laws, including the UK Modern Slavery Act 2015, the Australian Modern Slavery Act 2018, the California Transparency in Supply Chains Act, and the U.S. Uyghur Forced Labor Prevention Act (UFLPA).

Without limitation, Suppliers must:

- Not withhold, destroy, or confiscate workers' identity or immigration documents (such as passports or work permits), except as legally required and with prompt return upon request;
- Not charge workers recruitment fees or other related fees for their employment, and reimburse any such fees found to have been charged;
- Limit working hours to the maximum permitted by applicable law and, as a general standard, to no more than 60 hours per week including overtime except in emergency circumstances, with at least one rest day in every seven; and
- Provide workers with an accessible, confidential grievance channel, in addition to Hydra Host's ethics hotline described below, to raise workplace concerns without fear of retaliation.

Workplace Health and Safety

Suppliers must provide a safe and healthy working environment for their personnel, comply with applicable occupational health and safety laws, and promptly report to Hydra Host any workplace incident that could reasonably be expected to disrupt performance under a Hydra Host engagement or that involves Hydra Host personnel or facilities.

Environmental Responsibility and Sustainability

Given the energy intensity of AI and GPU compute infrastructure, Hydra Host expects Suppliers to comply with all applicable environmental laws and regulations, and to work with Hydra Host in good faith to reduce energy consumption, water use, greenhouse gas emissions, and electronic waste associated with the goods and services they provide.

Responsible Use of Technology and Artificial Intelligence

Suppliers that use, integrate, or provide AI tools, machine learning systems, or large language models in connection with products or services delivered to Hydra Host must use such technology responsibly, lawfully, and transparently. Specifically, Suppliers must:



- Comply with applicable AI-specific laws and regulations (such as the EU Artificial Intelligence Act) and industry best practices in the development, deployment, or use of AI tools connected to Hydra Host business;
- Disclose to Hydra Host, upon request, the AI tools, models, or systems used in the design, development, delivery, or support of products or services provided to Hydra Host, and the nature of that use;
- Never use Hydra Host's or Hydra Host customers' data to train, fine-tune, or improve any AI model or system without Hydra Host's express prior written consent;
- Not deploy AI systems that generate deceptive or discriminatory content, that unlawfully profile individuals, or that infringe intellectual property rights in connection with Hydra Host business;
- Maintain appropriate human oversight of AI-driven processes that materially affect Hydra Host or its customers, and be transparent when a deliverable includes AI-generated content where such disclosure is required by law or by Hydra Host; and
- Cooperate with Hydra Host's AI governance and risk-management reviews and provide relevant technical or compliance documentation upon reasonable request.

Supplier Due Diligence, Monitoring, and Audit Rights

Hydra Host conducts risk-based due diligence on Suppliers before and during the business relationship, commensurate with the Supplier's risk profile and role in Hydra Host's supply chain. As a condition of doing business with Hydra Host, Suppliers must:

- Provide complete, accurate, and timely information requested by Hydra Host in connection with onboarding, periodic due diligence, or risk assessments, including as relevant to trade compliance, anti-corruption, and data protection;
- Certify, upon request and no less than annually for Key Suppliers, their compliance with these Principles and applicable law;
- Promptly notify Hydra Host Compliance of any material change in ownership, control, sanctions exposure, or restricted-party status; and
- Permit Hydra Host, or an independent third party engaged by Hydra Host, to conduct reasonable audits of records and, where applicable, facilities relevant to the Supplier's compliance with these Principles, on reasonable advance notice.

Key Suppliers may be asked to participate in periodic business reviews covering compliance, security, and sustainability performance, which may inform Hydra Host's sourcing and allocation decisions.

Reporting Concerns and Non-Retaliation

Hydra Host's ethics hotline is available to Suppliers, their personnel, and any third party — not only to Hydra Host employees. If a Supplier knows of, or suspects, a violation of these Principles, applicable law, or Hydra Host's Code of Conduct — including concerns relating to trade compliance, corruption, financial crime, human rights, or data security — Hydra Host encourages the Supplier to report it promptly:

- Ethics Hotline (24/7, anonymous reporting welcome): ethicsreport@hydrahost.com
- Hydra Host Compliance team, for general compliance questions or guidance: compliance@hydrahost.com

Hydra Host maintains a strict non-retaliation policy for good-faith reports. No Supplier, or individual acting on a Supplier's behalf, will be penalized in its business relationship with Hydra Host for raising a good-faith concern, whether or not the concern is ultimately substantiated. Reports may be made anonymously, and any report made will be treated confidentially to the maximum extent permitted by law and consistent with the needs of any resulting investigation.

If Suppliers become aware of facts or circumstances that are likely to lead to a violation of these Principles, Suppliers must notify Hydra Host promptly, whether or not a formal report is also submitted through the ethics hotline.

Consequences of Non-Compliance

Compliance with these Principles is a condition of doing business with Hydra Host. In the event of a Supplier's actual or suspected non-compliance, Hydra Host reserves the right to take any action it deems appropriate, which may include, without limitation:

- Requiring a corrective action plan and timeline from the Supplier;
- Conducting or commissioning an audit or investigation, at the Supplier's expense where the underlying non-compliance is confirmed;
- Suspending or reducing the volume of business awarded to the Supplier pending resolution;
- Terminating the applicable agreement(s) and the business relationship with the Supplier; and
- Pursuing any other legal or equitable remedy available to Hydra Host, and referring the matter to relevant regulatory or law enforcement authorities where required by law.

The severity of any consequence will be proportionate to the nature, scope, and intent of the non-compliance, consistent with the enforcement principles set out in Hydra Host's Code of Conduct.

Waivers and Amendments

Any waiver of these Principles for a specific Supplier or transaction may be granted only with the advance written approval of Hydra Host's Head of Compliance and, where appropriate, Legal counsel, and will be documented and subject to periodic review. Hydra Host reserves the right to amend or update these Principles at any time; material updates will be communicated to Suppliers, and continued performance of a Hydra Host engagement after such notice constitutes acceptance of the updated Principles. Nothing in these Principles creates any right or obligation beyond those set out in applicable law or the Supplier's signed agreement with Hydra Host.



Supplier Acknowledgment

By signing below, or by continuing to provide goods, services, or technology to Hydra Host after receipt of these Principles, the Supplier acknowledges that it has read, understood, and agrees to comply with these Supplier Principles, and agrees to communicate the substance of these Principles to its own personnel and relevant subcontractors performing work related to Hydra Host.

Supplier (Company Name):

Date:

Authorized Signature:

Title:

Print Name:

Questions about these Principles may be directed to the Hydra Host Compliance team at compliance@hydrahost.com.