



Antitrust and Fair Competition Policy

This Antitrust and Fair Competition Policy (“Policy”) applies to RXO, Inc., including all its subsidiaries, divisions, and other operating entities (collectively, “RXO” or the “Company”). All directors, officers, and employees of RXO, and third parties acting on our behalf, are subject to and responsible for complying with the requirements of this Policy. As used in this Policy, the term “Company” should be read to include all persons and entities subject to this Policy.

1 OVERVIEW

RXO is committed to buying and selling products and services based on price, quality, terms, and service. The Company is committed to the highest standards of antitrust compliance, including complying with all antitrust and fair competition laws of the countries in which it operates. Fraudulent or anticompetitive activity is never tolerated. Prohibited actions include, among other things, price fixing, allocation of markets, monopolization, tying arrangements, boycotts, and reciprocal dealing.

2 INTRODUCTION TO ANTITRUST

The antitrust laws prohibit business practices that inhibit competition. U.S. and non-U.S. antitrust and competition laws generally forbid: (i) agreements between competitors which unreasonably restrain trade, including price fixing, bid rigging, market allocation, or group boycotts; these types of agreements are typically found to be illegal without any additional inquiry and can subject the company to serious civil and criminal penalties; (ii) agreements between suppliers or distributors and their customers which unreasonably restrain trade, such as certain forms of exclusive dealing and certain “tying” arrangements; and (iii) any anticompetitive use of market or monopoly power.

A competitor is any company that RXO competes as a seller against, or competes as a buyer against, for products, services, or goods.



3 PROHIBITED CONDUCT

3.1 We Do Not Engage in Price Fixing: The Company shall not communicate matters related to prices, output, credit policies, or compensation with any competitor. Agreements between competitors to fix, raise, stabilize, or even lower prices or output are prohibited. In limited circumstances, and strictly in connection with providing services to a competitor as a customer or receiving services from such competitor as a supplier, the Company may communicate pricing or credit information that is applicable to the specific transaction and consistent with arms-length negotiations.

3.2 We Do Not Participate in Allocation of Markets or Customers: The Company shall not agree or coordinate with competitors to divide markets or customers by territory or market segment, including agreements not to compete for specifically named customers or for specific bid opportunities.

3.3 We Do Not Engage in Bid Rigging: The Company shall not agree or coordinate with competitors to submit bids at a certain price (or to set minimum prices), to rotate bids, to refrain from bidding, to place an artificially low bid, and to compare bids before submission.

3.4 We Do Not Engage in Monopolization: The Company shall not engage in any activity that unreasonably restrains competition by giving the Company monopoly power, such as any activity that limits the ability of other companies to compete,

unless the activity consists only of competing based on lower prices, better products, or better service. The Company must avoid all conduct that could be termed "predatory," such as setting very low prices on services (below marginal cost) for the purpose of driving out a competitor.

3.5 We Do Not Enter into Tying Arrangements: The Company shall not offer, consider, or agree to any arrangement to condition the sale of one product or service on a customer's agreement to purchase some other product or service from the Company ("Tying Arrangements"). The Company shall never indicate to a customer that the purchase of any of the Company's products or services is conditioned on the purchase of any other of the Company's products or services, or on a restriction that prohibits the customer from dealing with any of the Company's competitors.

Prohibited Tying Arrangements do not include bundled pricing deals where the Company sells a combination of products or services at a discount. The Company shall not use bundled pricing deals in a way that limits the ability of others to compete in the market, such as pricing bundled services below the aggregate cost of the services.

3.6 We Do Not Participate in Boycotts: The Company shall not participate in any agreement restricting business with a particular party. The Company shall not coordinate with a competitor when deciding with whom the Company will or will not do business or when deciding to do business only on certain conditions.

3.7 We Do Not Agree to Reciprocal Dealings: The Company shall not use its market power to require or otherwise coerce suppliers or other third parties to purchase goods or services from RXO based solely on the fact that RXO is a customer of that party.

3.8 We Do Not Engage in No-Poach Agreements: The Company shall not enter into an agreement with another company not to solicit, recruit, or hire the other company's employees. There may be limited circumstances, and strictly in connection with a broader legitimate relationship, in which it may be permissible to agree not to solicit or hire another company's employees, but the Legal Department must be consulted prior to entering into such an agreement.

4 PROHIBITED AGREEMENTS AND DISCUSSIONS

The Company shall not discuss or collaborate, even informally, with any competitor regarding non-public information related to the following subjects:

- Costs, profit margins, production, or sales forecasts or volumes
- Pricing or marketing strategies, including prices that either company plans to charge their customers
- Pricing-related matters such as discounts, credit terms, or rebates
- The timing, method, or magnitude of price increases
- Terms of sale or delivery that either company will offer customers
- Competitive bidding plans or strategy, including bids to specific customers
- Categories of customers, markets or sales territories
- Distribution practices or capacity utilization
- Hiring practices and compensation of employees

5 CONDUCT REQUIRING ADDITIONAL SCRUTINY

5.1 Dealings with Competitors: The Company should refrain from joining any trade association or attending any trade association meetings unless there are clear business benefits. The Company also must refrain from participating in any improper discussions at trade association, government sponsored, or other social meetings or gatherings. If you are present during an improper discussion, you must disavow participation and immediately leave the meeting. Please seek guidance from the Legal Department and Ethics and Compliance about whether to join or attend any trade association meetings.

5.2 Joint Ventures and Other Business Arrangements: Joint ventures and marketing, purchasing, or similar collaboration arrangements with competitors may require due diligence and must be approved by Ethics and Compliance before entering into any agreement.

5.3 Pricing-related Issues with Suppliers and Customers: The Company may need to agree or collaborate with suppliers and customers to comply with regional laws related to pricing, such as laws prohibiting minimum resale prices or charging different prices to customers for the same product or service. The Company may do so only when approved by Ethics and Compliance.



5.4 Gathering Competitive Information: The Company shall gather competitive information only through legal and legitimate means, such as from customers (not competitors) or from participating in a third-party industry survey if the survey aggregates historical data from five or more participants and is conducted through an appropriate third-party.

6 REPORTING

All persons subject to this Policy must immediately report any misconduct or potential violations of this Policy and/or applicable antitrust laws. RXO does not permit retaliation against any person who, in good faith, reports any concerns, misconduct, and/or potential violations of Company policy or applicable laws.

Reports can be submitted directly to your supervisor, Human Resources, the Legal Department or to Ethics and Compliance at Ethics@rxo.com. Additionally, reports can be submitted through the Ethics website www.RXO.ethicspoint.com, or by calling the specific EthicsPoint hotline number for your country. The Ethics and Compliance website Ethics.xpo.com has a full list of hotline phone numbers. Your concerns can be reported anonymously, unless otherwise prohibited by applicable local law. Please see the Company's Code of Business Ethics for additional information regarding reporting options.

7 POLICY EXCEPTIONS

Any exception to or deviation from this Policy must be approved in writing by Ethics and Compliance. Additional information and guidance regarding this Policy can be obtained from Ethics and Compliance at Ethics@rxo.com.

8 FAILURE TO COMPLY

Failure to comply with this Policy could have serious consequences for the Company and the individuals involved, including civil or criminal prosecution, fines and possible imprisonment. Violations of this Policy may also result in serious disciplinary action, up to and including termination of employment.

Version	Date	Description
Original Policy	11/2/2022	Initial publication of the policy