

Supplier Code of Conduct

Cable Connectivity Group B.V. (CCG) and all companies that are part of the CCG group (including but not limited to: TKD Kabel GmbH, Jobarco B.V., Pantaflex B.V., ConCab Kabel GmbH, and all future companies) are committed to conducting its global business in compliance with all applicable laws and regulations, act upon the highest ethical standards and treat others with respect and integrity. Our Business Partners are expected to act alike. This Supplier Code of Conduct ("Code") does not constitute an exhaustive list of the applicable legal framework but is deemed to emphasize the most important topics. CCG expects its business partners worldwide to carefully read this Code and to comply with it. All business partners have to ensure contractually and factually that their sub-suppliers are bound by and adhere to the same obligations laid out in this Code.

Business Partners are expected and encouraged to contact their business contact in CCG with any questions or concerns in connection with this Code. Communication may also be conducted on an anonymous basis via email (compliance@cableconnectivitygroup.com).

Integrity

CCG expects the business partner to act with integrity and to comply with all applicable laws and regulations when undertaking business with and on behalf of CCG. The business partner must ensure that he respects the applicable regulatory framework and collects the necessary documents to conduct his business such as admissions, certificates, approvals and documentation about Product Compliance by the competent authorities. The business partner should encourage his employees to report concerns or illegal activities in the workplace, without threat of reprisal, intimidation or harassment. Business Partners shall investigate such concerns and take corrective action if needed.

Anti-Corruption and Compliance

All forms of corruption, blackmailing or bribery are prohibited, i.e. the business partner will not - directly or indirectly- offer, grant, promise to or accept from persons or organizations any illegitimate benefits, especially not in case of public officials, to generate, maintain or accelerate business. This also includes facilitation payments, no matter if material or immaterial of value. The business partner has to ensure that no such advantages are exchanged during his business relationships by only providing lawful, adequate, documented, and transparent remuneration, gifts, hospitalities, sponsorships, and donations that do not exceed a value of €50 and are never handed over in the form of cash. Reciprocal hospitality may take place within the framework of a business occasion and on a reasonable scale.

Special diligence and stricter internal controls have to be undertaken when interacting with public officials. CCG expects the business partner to take appropriate internal measures to prevent business related crimes and administrative offences, and to ensure that any person representing or acting under its instruction or control will also comply with these rules.

Fair competition

The business partner and all persons acting on his behalf are expected neither to take advantage of a dominant market position they might hold nor enter with competitors into agreements or concerted practices that might breach antitrust laws or have as their objective the prevention, restriction or distortion of competition of the free market. The business partner is expected to exercise confidentiality and ensure utmost care when using, storing, or exchanging sensitive business information of CCG, such as but not limited to market behavior, customers, strategies, prices, etc. The business partner and all persons acting on his behalf participate in public tenders and private sector bidding procedures by strictly following the applicable laws and regulations of the tendering organization.

International Trade Controls

CCG is committed as a matter of company policy to strict compliance with the applicable laws and regulations of the countries in which CCG conducts business, including, but not limited to, European Union export control and trade sanction laws and regulations. The business partner ensures that he has his customs affairs handled by competent personnel and consequently complies with all applicable customs duties. He ensures by constantly monitoring the most recent developments that the current export control and sanction regulations are strictly followed. The business partner understands and agrees that:

- a) the products or technical information sold or otherwise provided (regardless of quantity or value) may be subject to export and other foreign trade controls restricting the sale, re-export and/or transfer of such products or technical information to certain countries or parties;
- b) notwithstanding any other provision of other agreements to the contrary, the Business Partner will not sell, reexport or transfer any products or technical information supplied under this agreement except in full compliance with all applicable governmental requirements;
- c) if CCG in its sole discretion determines that the entry into or the performance of an order violate any applicable law or regulation of the European Union or any other special applicable law regarding export control or trade restrictions, CCG may cancel the affected agreements.

Conflicts of interest

We expect our suppliers to take decisions based on objective criteria only and to act in the best interest of CCG without being influenced by private interests or personal considerations. The business partner and all persons acting on their behalf must avoid conflicts of interest with respect to their private activities, such as entities in which they, their close relatives or associates have financial or commercial interest in, their business activities with other parties and their part in the business relationship with CCG. Neither the business partner, nor any of the business partner's agents, have any family members who are government official or political party candidates in a position to influence the business partner's commercial relationship with CCG. Existing conflicts of interest need to be disclosed immediately to CCG.

Preventing money laundering

The business partner is expected to fulfill all respective legal obligations to prevent money laundering and not participate in money laundering activities.

Accurate Books, Records and Tax Declarations

Keeping accurate books and records as well as declaring truthfully all tax relevant matters is an indispensable part of running a lawful and transparent business in a sustainable way. CCG expects the business partner to maintain complete and accurate books and records in accordance with generally accepted accounting principles in the business partner's jurisdiction. Furthermore, the business partner shall maintain a system of internal accounting controls reasonably designed to ensure compliance with those accounting principles.

Protection of Assets and Confidentiality

The business partner and all persons acting on his behalf must respect CCG's assets, business related information and intellectual property rights. The business partner must treat all information received during the business relationship strictly confidential to the extent that such information is not already publicly known or legally available to third parties. Also, the business partner is expected to protect confidential information against unauthorized access and use.

Data Protection

The business partner shall adhere to all applicable data protection laws when collecting, processing, storing or otherwise handling personal data of their own employees, of their customers, suppliers, and business partners. The business partner consents to the collection, processing, and

international transfer of data and information related to the business relationship with CCG, including the transfer of personally identifiable data (for example names, email addresses, telephone numbers) to and between CCG and its affiliates wherever they may be located, for the purposes of allowing CCG and its affiliates to evaluate the business partner's experience and qualifications and implement any business. The Business Partner has the right to:

- a) request access to this data,
- b) rectify or cancel any inaccurate or expired data and
- c) object to any processing that does not conform to these purposes or with the applicable data protection law.

Respect and equal treatment

CCG expects the business partner to treat its employees and all persons acting on its behalf with the highest ethical standards. All international and national conventions and laws in the area of fundamental rights have to be adhered to. The business partner shall provide a workplace free of harassment and discrimination for reasons such as gender, race, nationality, age, religion, sexual orientation, gender identity, physical appearance, social origin, disability, union membership, family status or political opinions.

Human and labor rights

The business partner shall orient towards the labour standards in line with ILO's Declaration on Fundamental Principles and Rights at Work and is expected to introduce suitable processes within their organizations that support compliance with these regulations.

Specifically, the business partner is expected to comply with the following:

- a. Prohibit forced labour
- b. Comply with the Convention concerning the minimum age for admission to employment (Convention No 138 of the International Labour Organisation) as well as the Convention concerning the prohibition and immediate action for the elimination of the worst forms of child labour (Convention No 182 of the International Labour Organisation).
- c. Provide fair and equitable wages, benefits, minimum wages and other conditions of employment in accordance with local laws
- d. Comply with national laws on working hours
- e. Recognize employees' rights to freedom of association. The business partner will take care to understand the sourcing area of the raw materials contained in his final product and will not knowingly provide products that contain raw materials that contribute to human rights abuses, bribery and ethnic violations, or have a negative impact on the environment.

Occupational health and safety

CCG expects the business partner to fully comply with the applicable national statute governing health and safety at work. The business partner is moreover expected to train their employees for the purpose of preventing accidents and occupational diseases as best as possible and to create an internal management and reporting system in order to protect the life and health of its employees, neighbors and the environment.

Protection of environment

The business partner shall comply with all applicable national laws, regulations and standards to protect the environment. Our suppliers are expected to establish and maintain a suitable environmental management system to minimize environmental pollution (waste, air emissions, wastewater, etc.) and to improve environmental protection in their business.

Any waste, wastewater or emissions with the potential to adversely impact human or environmental health shall be appropriately managed, controlled and treated prior to release into the environment. Employees shall be protected from over-exposure to chemical, biological, and physical hazards. In developing our products and production processes, we take into account the product risks and potential environmental impact.

Conscientious chemical management

The business partner shall comply with all applicable laws, regulations and customer requirements regarding the prohibition or restriction of certain substances in products or manufacturing, including disclosure and labeling for proper safe use, handling, recycling and disposal. In addition, the business partner will collect data from material manufacturers for all components, identify all substances contained in the final product and initiate appropriate changes to achieve compliance and reduce risks.

Duty to Report

The business partner will notify CCG promptly if

- a. the business partner or any of its agents have reason to believe that a material breach of any of the obligations outlined in this Code has occurred or is likely to occur, irrespective if by him or any of its sub-contractors;
- b. a conflict of interest arises after signing this Code. This could be the case, if any of the business partner's agents or their family members become a government official or political party candidate in a position to influence the business partner's commercial relationship with CCG. Such notification shall be directed either to the business contact at CCG or to the CCG Compliance Department.

Termination Right and Damages

Any material breach of this Code will constitute grounds for CCG to immediately terminate the business relationship for cause. In such case, no commission, compensation, reimbursement or other payment will be due to the business partner. CCG will give the Business Partner a written notice of its intention to make use of this termination right ten days prior to the exercise of the termination right. Thereby CCG will allow the business partner to issue its written statement on the matter in question which will be duly considered by CCG. The business partner will indemnify and hold CCG harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from the business partner's breach of the obligations contained in this Code.

Right of Retention

If CCG at any time believes, that a breach of any of the obligations mentioned above has occurred or may occur, CCG may withhold any commission, compensation, reimbursement, or any other payment until such time as CCG has received sufficient confirmation to its reasonable satisfaction that no breach has occurred or will occur. CCG shall not be liable to the business partner for any claim, losses, or damages whatsoever related to its decision to withhold any commission, compensation, reimbursement, or any other payment under this Code.

We herewith declare on behalf of the Business Partner to comply with this Code of Conduct. Moreover, we will communicate the principles laid out herein to our business partners and take these principles into account when selecting business partners.

Date, Name of the company (Stamp), Signatures