

Supplier Code of Conduct

NETCEED and each of its subsidiaries and affiliates (hereinafter “NETCEED”) are committed to respecting human rights and labor and social standards, as well as incorporating best practices related to Environmental, Social, and Governance (“ESG”) issues. For NETCEED, this means that we take into account the effects of our activity on our stakeholders, community and environment and that we are aware of our social responsibility and influence on human aspects within our operations and supply chains. We aim to minimize the impact of our business activities on the environment and make positive contributions in the social field.

We realize that we cannot do this alone - and working together leads to faster and more sustainable results. As set forth in our ESG Policy, NETCEED aims to create a positive impact in our communities and on our planet. Having our suppliers comply with this Supplier Code of Conduct is one way we are working to manage our ESG priorities: human rights and labour standards and a sustainable supply chain.

This Supplier Code of Conduct outlines our expectations for suppliers. While all suppliers are required to comply with applicable domestic and foreign laws and regulations, this Supplier Code of Conduct goes beyond mere compliance with the law. When differences arise between NETCEED standards (including this Supplier Code of Conduct) and legal requirements, the stricter standard shall apply, in compliance with applicable law. For the purposes of this Supplier Code of Conduct, the term “supplier” means any business, firm, or individual that provides a product or service to NETCEED or any of our customers or clients for or on behalf of NETCEED. Unless otherwise indicated by the context, the term “supplier” also refers to employees, agents, and subcontractors of the firm and individuals described in the preceding sentence (i.e., their representatives). This applies to all workers including temporary, migrant, student, contract, direct employees and any other type of worker.

NETCEED expects each supplier to read and comply with this Supplier Code of Conduct and relevant laws and regulations. To confirm that suppliers have acknowledged and agree to comply with this Supplier Code of Conduct, all suppliers must sign and return this Supplier Code of Conduct to NETCEED (see the signature block on the last page hereto). Further, all suppliers are expected to educate their representatives to ensure they understand and comply with this Supplier Code of Conduct. If a supplier knows, or has reason to believe, that a violation by it or its representatives has occurred, the supplier must promptly inform NETCEED. Suppliers are expected to self-monitor and enforce compliance with this Code by their representatives. NETCEED reserves the right to monitor compliance with the Supplier Code of Conduct and audit its suppliers. NETCEED may take compliance with the Supplier Code of Conduct into account in its procurement decisions. Any violations of this Supplier Code of Conduct may jeopardize the supplier’s business relationship with NETCEED, up to and including termination.

HUMAN RIGHTS AND LABOR PRACTICES

Workers, anywhere in the world, should be working in dignified, fair and safe conditions. Our suppliers must respect and promote internationally recognized human and labor rights as set out in the International Bill of Human Rights and the International Labor Organization’s Declaration on Fundamental Principles and Rights at Work.

Anti-discrimination and Anti-harassment

Suppliers must foster a culture and workplace that promotes equal opportunities and treatment of employees and does not tolerate harassment, including sexual harassment, threats of harassment, or retaliation for reporting harassment.

Suppliers must not engage in discrimination or harassment in hiring and employment practices, such as wages, promotions, rewards, and access to training, based on age, nationality, sex, religion, political affiliation, social origin, disability, or any other characteristic protected by local law or regulation (ILO convention 100, 111).

There is to be no harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming or verbal abuse of workers; nor is there to be the threat of any such treatment.

Freedom of Association

Suppliers must respect the rights of their employees to engage in peaceful assembly and to organize themselves to represent their interests. They shall have the right to participate in (professional) associations and collective negotiations aimed at maintaining and improving working conditions without fear of discrimination, reprisal, intimidation or harassment (ILO convention 87, 98, 135, 154).

Prohibition Against Forced Labor and Human Trafficking

NETCEED prohibits the practice of forced labor, child labor, bonded labor (including debt bondage), prison labor, human trafficking, modern slavery or any other exploitative labor practices throughout our workforce (collectively referred to as “forced labor”), and we require the same from our suppliers. By accepting engagement as a supplier of NETCEED, suppliers represent that they do not engage in any form of forced labor, including (1) using forced labor in the performance of work or (2) directly or indirectly sourcing goods, wares, articles, or merchandize (including parts and components) mined, produced, or manufactured wholly or in part by forced labor.

All work must be on a voluntary basis and workers shall be free to leave work at any time or terminate their employment without penalty (ILO convention 29, 105). Suppliers may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits, unless required by law.

Suppliers are prohibited from collecting recruitment fees from their workers. Nor shall workers be required to pay employers’ agents or sub-agents’ recruitment fees or other related fees for their employment.

Prohibition Against Child Labor

Child labor is prohibited. Suppliers must respect all applicable laws and regulations applicable to child labor. The term “child” refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Workers under the age of 18 shall not perform work that is likely to jeopardize their health or safety (ILO convention 79,138, 142, 182).

Remuneration

Compensation paid to workers must comply with all applicable wage laws, including those relating to minimum wages, overtime hours, and legally mandated benefits. Suppliers must maintain employment documents in accordance with all applicable laws and regulations, including employee records. Remuneration for work must also comply with

industry standards and ILO conventions, including the amount of the remuneration. Deductions from wages for disciplinary purposes are not permitted, nor are deductions from wages that are not provided for in national law. Any legal deductions must never result in an amount that results in the worker receiving less than the minimum wage (ILO Convention 26, 131).

Safe and Healthy Workplace

Suppliers must take all necessary measures to provide safe and healthy working conditions. Suppliers must ensure that the working environment complies with all applicable health and safety laws and regulations, including applicable collective agreements, and minimize worker exposure to potential hazards and anticipated dangers in the workplace (ILO Convention 155).

Suppliers must take care of the health and safety of customers, employees and local residents by using safe tools, facilities, technologies, working methods and by being prepared for emergencies. Suppliers must provide appropriate resources and training on risks, including emergency preparedness, to their employees and implement a suitable workplace safety management system. Under the workplace safety management system, employee potential for exposure to health and safety hazards is to be identified, assessed and mitigated.

All employees must have access to, and use, adequate protective equipment. All employees must be provided with a clean working environment with ready access to clean toilet facilities and adequate ventilation and lighting.

Working Hours

Working hours must not exceed the maximum set by local law. Working hours should also correspond to the standards within the industry (ILO convention 1, 14). Notwithstanding the foregoing, workers shall not be required to work in excess of 48 hours per week on a regular basis. They shall be provided with at least one day off for every seven-day period. Overtime shall be voluntary and not exceed 12 hours per week or be demanded on a regular basis. Overtime shall always be compensated at a premium rate (ILO Convention 1). A rest break during the working hours shall be granted if the worker is on duty for longer than six hours. Moreover, in every 24 hours, a worker is entitled to a minimum of 11 consecutive hours of rest and for each seven-day period, a minimum of 24 uninterrupted hours in addition to the 11 hours' daily rest. Additionally, at least three weeks of paid annual leave shall be granted each year (ILO Convention 132) and four weeks of paid annual leave shall be granted in all applicable EU jurisdictions (EU Working Time Directive).

Conflict Minerals

Suppliers are expected to responsibly source any raw materials and products supplied to it or NETCEED and to not source materials that contain metals derived from minerals or their derivatives sourced from conflict regions, unless responsibly sourced from those regions.

ENVIRONMENTAL SUSTAINABILITY AND PROTECTION

Caring for the environment is part of a sustainable business strategy. We expect our suppliers to take reasonable efforts to identify the environmental impacts of their business and minimize adverse effects on the community, environment and natural resources.

Life Cycle Analysis

It is important that the footprint of products and services is as low as possible. Where possible, suppliers should seek to reduce electricity and water usage and generation of waste.

Product Composition

Where possible, suppliers should aim to use sustainable raw materials and produce products for NETCEED that are sustainable. This should take into account the risks of hazardous substances, combinations of raw materials, and the possibilities for reuse of raw materials and/or parts at the end of the life of the product.

Waste and Recycling

Suppliers must comply with applicable environmental laws and regulations and, where possible, should reduce the amount of waste sent to landfills and engage in recycling.

Emissions

We encourage our suppliers to track their greenhouse gas emissions and establish a company-wide greenhouse gas reduction goal in line with the 1.5 °C target of the Paris Climate Agreement.

Information

Upon request, suppliers agree to provide NETCEED with appropriate information on their environmental objectives, efforts, and results.

BUSINESS INTEGRITY & LEGAL COMPLIANCE

NETCEED expects its suppliers to uphold the highest standards of ethics and fair business practices in all business interactions with or on behalf of NETCEED.

Anti-bribery and Anti-corruption

NETCEED strictly rejects corruption, bribery, extortion, embezzlement and facilitation payments. NETCEED has a zero-tolerance policy for any such behavior, including commercial bribery in the private sector and bribery of Government Officials.¹ This prohibition against offering, promising, paying, or accepting bribes, kickbacks, or other means of obtaining undue or improper advantage, applies to NETCEED employees, directors, officers, as well as third parties who provide services or act for or on the company's behalf, such as agents, consultants, and other business partners. Illegal payments or promises to provide anything of value, to any person including government officials or private individuals, which are designed to gain an illegal business advantage, are prohibited.

Accepting or giving gifts can create a sense of obligation or preferential treatment. Therefore, and to avoid conflicting situations, we discourage our suppliers from exchanging gifts with NETCEED employees or on NETCEED's behalf. Invitations extended to business partners must be within the scope of customary practice in the relevant country, be reasonable, and comply with applicable laws and regulations. Suppliers must take measures to reduce the risks of corruption and the abuse of power in both their operations and supply chains.

Anti-Money Laundering

Suppliers must not engage in or support money laundering. The establishment of a business relationship and any payments and transactions that could be related to money laundering must be prevented.

Sanctions & Export Controls

Suppliers must comply with all applicable sanctions and export control laws, regulations, and rules of the United States, the European Union, the United Kingdom, and any other jurisdiction to whose laws NETCEED is subject. Suppliers must establish and maintain policies and procedures to comply with all such applicable laws. By accepting engagement as a supplier of NETCEED, suppliers represent that they are

controlled universities, airlines, oil companies, health care facilities, or other vendors. The term further includes family members and close associates of such individuals (e.g., it is not permissible to give a gift to the sibling, spouse, or child of a government employee if a gift to the individual would be prohibited under this Code).

¹ The term "Government Official" is defined broadly for the purposes of this Code to include all officers or employees of a government department, agency, or instrumentality; permitting or licensing agencies; customs officials; candidates for political office; and officials of public international organizations (e.g., the Red Cross). This term also includes officers or employees of government-owned or -controlled commercial enterprises such as state-owned or -

not on any lists issued by the relevant sanctions & export control authorities in the United States, the European Union, the United Kingdom, or any other sanctions & export control authorities in other applicable jurisdictions.

Conflicts of Interest

Suppliers must ensure that their decisions and actions in the course of their relationship with NETCEED are never influenced by, or appear to be influenced by, personal relationships or benefits. This includes situations where the supplier may have, or appear to have, an indirect conflict through, for example, a significant other or other persons or entities with which the supplier has a relationship. Suppliers must avoid the appearance of, or actual improprieties of, conflicts of interest.

Neither a supplier nor any of their representatives may give to, or receive from, NETCEED or its representatives any commission, fee, rebate, or any gift or entertainment of value in connection with a NETCEED contract or enter into any other business arrangement with NETCEED or its representatives without the prior consent of NETCEED.

Competition and Antitrust

NETCEED is committed to fair and open competition in the markets. Suppliers must not participate in any anticompetitive practices, but must comply with all applicable antitrust laws and regulations globally.

Business Partners

NETCEED expects its business partners to share its commitments to safety, ethics, and compliance. Suppliers must ensure that their business partners also conduct business in this manner. This includes conducting appropriate risk-based due diligence, and active monitoring of third parties to ensure compliance with this Code, applicable laws, or contractual obligations.

Confidentiality

Suppliers must keep confidential all non-public, proprietary, or sensitive company information related to the past, present or planned business of NETCEED ("Confidential Information"). "Trade secrets" and "know-how" are types of Confidential Information, but the general category is broader. Suppliers must maintain and protect the confidentiality of all Confidential Information, whether obtained from or relating to NETCEED and/or its suppliers, partners, clients or customers, or other third parties having a confidentiality agreement with NETCEED. Suppliers must not (and shall instruct their representatives not to) disclose or use any Confidential Information for any purpose other than for its intended purpose and on a "need to know" basis.

Suppliers are required to follow any additional confidentiality requirements contained in any other agreement, policy or procedure of NETCEED and/or any of its clients or customers.

Product and Service Compliance

Unless prohibited by law, suppliers must promptly notify NETCEED in writing of any governmental investigation or inquiry into the products produced or services provided to NETCEED, supplier personnel, or aspects of the supplier's business involving its obligations under its business relationship with NETCEED or this Supplier Code of Conduct. Suppliers must promptly notify NETCEED in writing of any internal investigation or inquiry into the safety of the products or services provided to NETCEED, including potentially defective products by design, manufacture or instruction.

Record-Keeping and Transparency

All business dealings with NETCEED should be transparently performed and accurately reflected on the supplier's business books and records. Systems shall be in place to maintain documents and records to ensure regulatory compliance and conformity to supplier requirements along with appropriate confidentiality to protect privacy. Suppliers must maintain, create and dispose of records and Confidential Information in compliance with all applicable legal requirements and all agreements with NETCEED. NETCEED shall be entitled to review or audit such books and records of a supplier.

Data Privacy

Suppliers must process any personal data processed on behalf of NETCEED confidentially and responsibly and ensure that personal data are effectively protected and used only for legitimate purposes in accordance with agreements with, and instructions of, NETCEED.

Suppliers must comply with all applicable data protection, data privacy and information security laws and regulations. Suppliers must protect the integrity, availability and confidentiality of information held on its systems and implement and maintain appropriate data security and privacy measures and procedures to protect Confidential Information (as defined below) and personal information collected, stored, processed, transmitted, and shared by or on behalf of NETCEED.

Cybersecurity

Suppliers must implement appropriate technical and organizational measures to protect against all forms of cyber-attack, unauthorized access or any other intrusions into electronic systems as the result of which data of NETCEED or its clients or customers may be accessed, altered, lost, stolen, or corrupted.

Suppliers must notify NETCEED immediately of any suspected or actual security incident affecting any data of NETCEED or its clients or customers, including intentional or unintentional improper access, alteration, use or disclosure of Confidential Information (as defined below).

External Communications

Suppliers must refrain from using NETCEED's name or that of any NETCEED clients or customers, or hold themselves out as providing goods or services to or on behalf of NETCEED or any of NETCEED's clients or customers, except with NETCEED's express written authorisation of an officer of NETCEED.

Reporting of Violations - Speak Up

Suppliers are expected to encourage their workers to report concerns or illegal activities in the workplace. Suppliers must provide safe and confidential grievance mechanisms and grant employees easy access to these. Where possible, and permitted by law, such mechanisms should allow for reports to be made anonymously. Suppliers must protect and not retaliate against whistleblowers who are acting in good faith. Their names and any circumstances that allow conclusions to be drawn about the identity of the respective person shall be kept confidential. Suppliers must investigate reports and take corrective action as needed.

No Third-Party Beneficiaries

This Supplier Code of Conduct does not confer, and shall not be deemed to confer, any rights on the part of any third party. No representative of any supplier of any other person shall have any rights against NETCEED by virtue of this Supplier Code of Conduct, nor shall such representatives or other persons have any rights to cause NETCEED to enforce any provisions of this Supplier Code of Conduct, such decisions being reserved by NETCEED in its sole discretion.

The supplier named below (the “Signatory”) has received, read and understood NETCEED’s Supplier Code of Conduct. By the signature below, Signatory acknowledges, understands, accepts and agrees to comply with NETCEED’s standards and obligations set forth in the Supplier Code of Conduct. Further, Signatory understands that any violation of the Supplier Code of Conduct may result in the termination of NETCEED’s business relationship with Signatory, including any master agreement and/or purchase orders, without any liability to NETCEED for termination under such contracts. Further, Signatory agrees to indemnify, defend and hold harmless NETCEED, as to any claim asserted against NETCEED, for any liability arising out of any violation of the Supplier Code of Conduct by Signatory or its representatives.

Name of Supplier:

Location:

Name of Authorized Representative on behalf of Supplier:

Title:

Date:

Signature

Please return this signed form to [insert name, title and/or email of person responsible for managing supplier compliance].