

# Infinigate group Supplier Code of Conduct

Infinigate Group  
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**Approved by** Richard Huth – EVP Legal and Compliance

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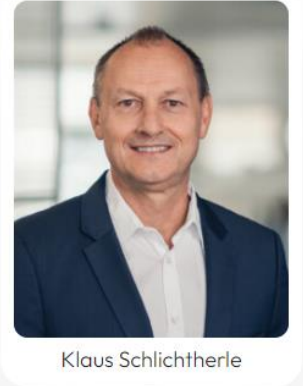
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# Infinigate Supplier Code of Conduct

Our core values are Mutual Respect, Partnership, Integrity and Excellence. We like to build long-term relationships with suppliers who are committed to these values as well. This Code of Practice supports the development of those relationships by setting out certain standards that we expect all of the suppliers we work with to follow.

Our Code is not designed to provide specific guidance on every situation we may encounter, where we might need to answer the question, “What is the right thing to do?” It does however provide principle-based guidance that helps us think about difficult questions, promoting consultation, and encouraging us to voice our concerns.

The development of those long-term relationships requires clear and open communication. If you have concerns that this Code of Practice is not being followed, you should feel free to raise those concerns with the Group business you are dealing with, or please contact Infinigate’s Group Legal & Compliance team at [compliance@infinigate.com](mailto:compliance@infinigate.com) or you can use our whistleblower hotline on our Group website. We will treat all notifications confidentially to the maximum extent we can. We will also ensure that no person who raises a concern will lose out as a result. If you have concerns, we want to know about them. We look forward to doing business with you.



Klaus Schlichtherle

CEO

# 1 Application

This Supplier Code of Conduct shall govern the relationship between Infinigate and Supplier. The term “supplier” as used in this document refers to a legal or natural person, which – as a third party and based on a contractual agreement – provides any type of material, good, technology, know-how or service to Infinigate and/or its subsidiaries.

# 2 Compliance

We require our suppliers to assure full compliance with all applicable laws and international standards. This includes the Universal Declaration of Human Rights, the core conventions of the International Labour Organization on labour standards, and all applicable local, national and international laws concerning anti-corruption, fair competition, non-proliferation and export controls, sanctions and embargos, environment-health-safety protection, permits and licenses to operate, as well as secrecy and privacy protection.

Suppliers must have measures in place to assure compliance with applicable non-proliferation, export control, sanctions and hazardous materials regulations.

# 3 Anti-bribery & Corruption

Bribery is the offering, promising, giving, requesting or receiving of money, or anything else of value (including employment), to any person, organisation or government official, in order to induce that person to do something improper and is further defined in the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act. This usually concerns attempts to obtain or retain business or secure some other improper advantage.

Corruption is a form of dishonest or unethical conduct by a person, often to acquire personal benefit. It may include many activities including bribery, fraud, forgery, theft, extortion etc.

Any bonus arrangements for salespeople that we agree to must be transparent, fair and agreed to by all the businesses in question and not with any salespeople individually.

Infinigate does not tolerate any form of bribery in any of our business dealings. We require our suppliers to be familiar and comply with all applicable anti-corruption laws and regulations regarding anti-corruption, as well as the applicable anti-bribery and corruption

laws and regulations of all locations where they operate, and to conduct their activities with the same zero tolerance towards corrupt practices and to have appropriate and adequate policies and trainings in place to prevent such activities.

## 4 Gifts, Entertainment, Incentives & Payments

We are committed to strengthening all of our relationships with vendors, customers, suppliers and other business associates. We do not provide gifts or entertainment to influence business decisions, and we do not make illegal or unethical payments. In all situations, we must exercise good judgment and moderation and avoid creating any perception of inappropriate conduct.

Infinigate does not encourage giving or receiving gifts, even where the gift is otherwise perceived to be in the Company's interest. When business entertainment is appropriate, or in the rare event that a gift is given or received, employees and contractors should ensure that the gift/entertainment follows these criteria:

- Has a clear business purpose
- Cannot be perceived as a bribe or improper payment
- Is not offered to influence a business relationship
- Does not violate applicable laws or ethical standards
- The individual accepting the gift would not feel uncomfortable discussing it with his or her manager/ colleagues or disclosing it publicly
- It is not inappropriately lavish or excessive
- It is not a frequent or recurrent gift from the same person or entity
- It has approval by the relevant authority if it has a value in excess of £50 (or local currency equivalent)
- Under no circumstances should gifts be sent to an employee or contractor's home address.

Bribes and kickbacks are illegal in most countries. Any offer of a payment or anything of value to influence a business decision or government action could be considered a bribe or kickback. An employee must never, directly or through a third party, offer, request, accept, or indicate a willingness to accept such a payment.

Similarly, Infinigate expects its suppliers to have the same level of reasonable judgments and appropriate conduct when taking business decisions. Any offering or receipt of any gifts or business courtesy shall be permitted only in compliance with applicable legislation. Suppliers are expected to conduct appropriate trainings on a regular basis.

## 5 Anti-Competition

Competition law is legislation that promotes or seeks to maintain market competition by regulating anti-competitive conduct by companies.

We will both take all steps necessary to ensure that we are fully compliant with applicable competition (anti-trust) laws. We are committed to ethical, fair and vigorous competition. We will sell products and services based on their merit, quality, functionality and competitive pricing. We will make independent pricing and marketing decisions and will not improperly cooperate or coordinate our activities with our competitors.

As a rule of thumb, you should refrain from exchanging information with competitors that may prompt Infinigate or any competitors to adapt our/their business strategy, prices, product portfolio, production process etc. This would be tampering with a fair competitive market.

We expect our suppliers to do business in compliance with applicable anti-trust laws and regulation. Our supplier should not enter any sort of arrangements to fix prices or control the market, or otherwise try to restrict or impact competition regulations improperly.

## 6 Confidentiality

We are committed to maintaining the highest degree of integrity in all our dealings with potential, current and past employees, contractors, vendors, customers and suppliers, both in terms of commercial confidentiality, and the protection of all personal information received. We apply the same standards to our dealings with all vendors, customers, suppliers and associates.

If we receive an email or other communication in error, containing sensitive information, for example personal data or competitor data, we should immediately delete it from our email folders (including Deleted Items) and notify the sender that this has been done.

We expect our suppliers to have the same degree of diligence with their suppliers and employees and to respect any confidentiality undertakings they may have with Infinigate.

## 7 Conflict of Interest

We all have a responsibility to ensure that our personal activities and interests do not conflict with our responsibilities.

Conflicts of interest can cause an individual to act out of interests that are divergent from those of Infinigate or their colleagues or their business partners, which may impact the individual and Company's reputation, integrity and trustworthiness.

Conflicts of interest may involve:

- Outside work, employment, or other activities
- Political activities or contributions
- Any other arrangement or circumstance, including family or other personal relationships, which could be perceived as a conflict of interest, divergent from the best interests of the company

It is not your responsibility to determine whether a conflict ultimately is found to exist. Rather, it is your responsibility to disclose the potential conflict, so that senior management can address the situation. It is important to note that a conflict of interest can exist even without unethical or improper actions.

We expect our suppliers to avoid conflict of interests or situations that may look like a conflict of interests and to disclose any conflict that supplier is aware of and / or should be reasonably aware of upon entering a business relationship with Infinigate.

## 8 Respect for Human and Workers' Rights

We all deserve to work in an environment where we are treated with dignity and respect. Infinigate has a duty of care to its employees which means that we should take all steps which are reasonably possible to ensure their health, safety and wellbeing. This means that legally, we must abide by relevant local health & safety and employment law, as well as in relation to

non-discrimination, fair wages, working time, occupational health & safety, freedom of association and the common law duty of care.

We expect our Suppliers to comply with fundamental human and workers' rights. All employees must be treated with respect and dignity and shall not be verbally or physically harassed, abused, threatened, or intimidated.

## 9 No Modern Slavery, Human Trafficking and Child or Forced Labour

Infinigate has zero tolerance to slavery and human trafficking in all its business dealings. Infinigate is committed to the prevention of slavery and human trafficking in all its forms and will not tolerate or condone it within any part of its business or supply chains.

We require our suppliers to not engage in the use of forced, child, or bonded labour, slavery or trafficking of persons and to enforce the prohibition of any of such forms in its own supply chain. Suppliers should allow employees to freely choose to work or to leave employment.

The term 'child' refers to any person under the higher minimum age defined in the UNGP or the legal age for employment where the work is performed. We expect our suppliers to comply with applicable laws and regulations on pay, benefits, working hours, and the rights of individuals to join trade unions and participate in collective bargaining.

## 10 Health & Safety

Infinigate regards the management of health and safety as an integral part of its business and as a management priority.

It is our policy that all activities and work will be carried out in a safe manner and we will ensure the health, safety and welfare of our employees and others who may be affected by our activities. Our aim is for zero accidents and zero work-related ill health to be achieved by applying current best practice in health and safety management. Compliance with current health and safety legislation is therefore regarded as the absolute minimum standard acceptable.

Proper management of health and safety issues is seen as an integral part of the efficient management of Infinigate's activities, and critical to developing the professional culture of Infinigate and establishing and maintaining a solid reputation with all of our clients.

Our suppliers are expected and encouraged to be proactive on health and safety issues as part of the continued development of the health and safety within their premises. Likewise our suppliers shall ensure that their own work is without risks to themselves and others as far as reasonably practicable.

## 11 Records and Reporting

All information Infinigate produces is considered a record, regardless of how the information is maintained. Examples of records include financial, accounting, technical specifications, sales reports, HR files, health & safety reports, marketing information, business plans etc.

Additionally, emails, instant messages and text messages fall into this category. This may be considered as Infinigate' Intellectual property rights.

Under the General Data Protection Regulations (GDPR) any personal data that is contained within documentation must be kept secure and safe.

Employees and contractors should ensure that all Infinigate records are accurate and clear and that they are updated in a timely fashion in accordance with the relevant company policy and/or regulatory standards. Many classes of records are subject to laws and regulations, such as occupational health and safety requirements and accounting standards.

Records should not be distorted, misleading, misdirected, or deliberately incomplete. Such actions can make both the company and the responsible employee liable to civil and criminal penalties (intellectual property infringement included).

Infinigate' internal control standards and procedures ensure that assets are protected, used correctly and that financial records and reports are accurate and reliable. Employees and contractors share the responsibility for maintaining and complying with required internal controls.

Our suppliers are expected to implement equivalent measures with their records and Infinigate documents and information. Our suppliers shall ensure that they take all necessary measures to ensure the security and integrity of Infinigate' or our customers intellectual property and protected information they will receive in the course of their business with Infinigate. Such information shall not be used for any other purposes than the one it's initially intended for, without prior written authorisation from Infinigate' authorised representative.

## 12 Data Protection

Data Protection has become a major topic in recent years and more and more stringent obligations are applicable. We are committed to ensure that we fulfil our obligations, and we expect our suppliers to maintain the highest degree of compliance with Data Protection Laws – including GDPR (Regulation (EU) 2016 / 679) and the UK's Data Protection Act 2018 (DPA 2018).

We have implemented policies for our employees, and we track our obligations thoroughly and it is important that our suppliers, sub-contractors and other third party organisations are aware of their own obligations when engaging with us. It is important that every decision taken in the course of our business relationship comes with an obligation to keep all personal data safe.

Each party shall ensure that all measures taken aimed to protect the confidentiality and integrity of our customer's data.

We expect our suppliers to inform us promptly upon the occurrence of any data breaches involving Infinigate' personal data.

## 13 Environmental Protection

We are committed to protecting and preserving the environments to the best of our obligations. We are integrating environmental issues into our activities and we aim at ensuring that all our suppliers set the highest standards for their environmental performance.

Therefore, all our suppliers, sub-contractors and other third party organisations shall minimise their use of non-renewable resources and the release of CO2 or other harmful emissions.



Suppliers shall seek to reduce their carbon footprint and ensure the same is applicable throughout its own supply chain.

We expect our suppliers to be always fully compliant with any environmental legislation and other requirements – including REACH or WFD.

## 14 Conflict Minerals

We are committed to sourcing components and materials from companies that share our values regarding respect for human rights, ethics and environmental responsibility.

Supplier shall have a policy or procedure to reasonably assure that the tin, tantalum, tungsten, and gold in the products it manufactures does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses. Supplier shall exercise due diligence on the source of these minerals.

## 15 Tax Evasion

Tax evasion is an illegal practice (crime) and involves dishonest behaviour. A person, organisation or company behaves dishonestly and intentionally avoids paying his true tax liability. Whether committed or facilitated by employees, contractors or anyone else acting on Infinigate' behalf. Suppliers are expected to comply with any tax evasion applicable legislation and regulations.

## 16 Supplier Remedies

Infinigate may be subject to serious penalties from its own contractors and under national or European laws. As may be provided in our formal agreement, Suppliers understands that Infinigate may take any remedies available at law shall the Supplier be in breach of its obligations as stated in the agreement. If Infinigate has reasonable grounds to believe that Supplier has been engaged in activities in violation of its legal obligations, or as may be applicable of this Code, Infinigate reserves to carry out an audit or investigation and may suspend payments or any works or services performed under the applicable agreement. Infinigate will resume any activities only if the Supplier has passed such audit in a conclusive manner. Notwithstanding any rights available at laws, Infinigate may also terminate any contract, purchase order or applicable agreement shall Supplier engage in any unlawful activities in connection with the requirements set out in the agreement.

## 17 Transparency and Speak-Up Culture

We expect our Suppliers to have formal policies and / or processes in place to protect their employees and staff who report conduct which they reasonably believe amounts to a violation of laws, regulations rules, codes of ethics or other professional standards from being terminated, demoted, suspended, threatened, harassed or in any other manner discriminated against or subject to detriment.

As a Supplier you must inform Infinigate immediately about observed violations of above listed principles by Supplier's or Infinigate's staff. In either case, please report to [compliance@infinigate.com](mailto:compliance@infinigate.com).

## 18 Assessment and Follow-Up

This Supplier Code of Conduct represents an integral part of the contractual agreement between Infinigate and Supplier, unless Infinigate and Supplier – in a separate Declaration of Recognition signed by Infinigate – agree that Supplier’s own Code of Conduct or similar internal guidelines adequately satisfy all above-mentioned principles and their implementation and thus may be applied in lieu of Infinigate’s Supplier Code of Conduct.

Supplier grants Infinigate the right to assess, by means of targeted questionnaires or third-party audits, compliance with certain or all of the above-listed principles.

Infinigate at any point shall have the right to propose corrective actions to Supplier. If Supplier is found not to have met above-listed requirements, Infinigate may terminate its contract(s) with Supplier.