

Bechtle Supplier Code of Conduct.

———— **Bechtle AG and its affiliates (Bechtle) are committed to the fundamental principles of ethics, integrity and compliance with the law.** Consequently, the Bechtle Code of Conduct, Bechtle Corporate Philosophy and Bechtle Sustainability Report lay out a set of binding standards which are expected from every individual working for the Bechtle Group. Our customers and suppliers alike can trust that Bechtle will invariably adhere to the axiomatic values they contain and advocate these values through our employees.

Bechtle attaches great importance to the suppliers in our ecosystem not merely accepting, but actively striving to enforce these fundamental values along the supply chain, and in particular those standards that are related to human rights and the environment.

Organisations that supply products or services to Bechtle are required to declare in writing that they are committed to the principles and minimum standards outlined in the Bechtle Supplier Code of Conduct, which is an integral component of all business relationships between Bechtle and our suppliers. Compliance with the following principles and minimum standards is hence a substantive contractual obligation of our suppliers.

Your strong IT partner.
Today and tomorrow.



Principles and minimum requirements.

COMPLIANCE WITH THE LAW.

Bechtle's suppliers will always comply with applicable legislation in the countries and regions in which they operate, and respect and observe any relevant, non-conflicting customs and traditions.

This includes, but is not limited to, legislation pertaining to fair competition; restrictions that apply to the export or re-export of products, knowledge, software or information technology; prevention of money laundering; as well as international sanctions regulations; but also international human rights and environmental regulations that the supplier is subject to and that are relevant to our social standards.

ANTI-CORRUPTION AND CONFLICTS OF INTEREST.

We expect that our suppliers will not condone any form of corruption or bribery, or in any way partake in such activities.

In particular, this includes making or accepting illicit offers of payments, commercial advantages, or similar benefits to public representatives for the purpose of influencing their actions.

Bechtle suppliers are further required to avoid and prevent any situation in which the personal or financial interests of their employees may be found to be in conflict with the interests of Bechtle.

INTERNATIONAL HUMAN RIGHTS, LABOUR AND SOCIAL STANDARDS.

As an international organisation, Bechtle upholds the principles set out by the Universal Declaration of Human Rights, the ten principles of the UN Global Compact, the OECD Guidelines for Multinational Enterprises, as well as the labour and social standards of the International Labour Organisation (ILO) and the principle of social partnership.

We therefore expect our suppliers of products and services to also adhere to the aforementioned standards, to honour the Universal Declaration of Human Rights, and to comply with all ILO Conventions and Recommendations—and to always do so within the lines of applicable legislation.

FUNDAMENTAL RIGHTS

In particular, suppliers agree to

- ensure equal opportunity for and treatment of all their employees, regardless of their skin colour, ethnicity, nationality, social background, level of ability, sexual orientation, political or religious affiliation, gender or age;
- respect the dignity, privacy and right of publicity of each individual;
- refrain from employing people against their will, as well as engaging in any practices of forced labour;
- condemn any unacceptable treatment of its workforce, e.g. through psychological punishment, sexual or personal harassment, or discrimination;
- condemn any threatening, coercive, sexually or otherwise abusive or exploitative behaviour (including language, gestures and physical contact);
- ensure appropriate remuneration and guarantee the national minimum wage under applicable legislation;
- adhere to the maximum legal working hours in the respective country of employment;
- recognise employees' freedom of association and neither favour nor discriminate against members of workers' organisations or unions;

CHILD LABOUR

- refrain from employing individuals who cannot be verified to be at least 15 years of age, or whose employment would conflict with compulsory full-time education, unless exceptions apply in line with ILO Conventions;
- forbid any form of child labour, in particular the most harmful and detrimental forms of child labour under ILO Convention No. 138;
- refrain from compelling employees to perform work, or aiding and abetting slavery or similar practices, bonded labour, servitude or other forms of oppression at the workplace, such as extreme economic or sexual exploitation or humiliation;

- assume responsibility for their employees' health and safety;
- implement appropriate measures to mitigate health and safety risks at the workplace, and to prevent accidents and occupational illness;
- prevent any harmful environmental impact on soil, air and water, or any illicit coercive measures that may compromise or damage the health or subsistence of the local population;
- refrain from deploying a third party to protect its operations whose actions are in breach of the Convention against Torture and Other Cruel, Inhuman or Degrading Treatment, or pose a danger to life and limb, or threaten employees' freedom of association and unionisation.

ENVIRONMENTAL PROTECTION AND SUSTAINABILITY.

All our operations are guided by the principle of a responsible and conservative use of the environment and the resources it provides.

As a matter of course, we therefore expect that our suppliers

- comply with all applicable national and international standards and regulations related to the conservation of the environment in the countries in which they are active;
- promote the safe and environmentally-sound development, production, transportation and disposal of their products, as well as their efficient use, along with the implementation of environmentally-friendly technologies;
- implement and pursue a responsible environmental management policy to monitor their impact;
- make reasonable efforts for the continuous and lasting reduction of the environmental foot-print associated with their products and services;
- refrain from manufacturing or trading mercury-added products in accordance with Art. 4 Para. 1 and Annex A Part I of the Minamata Convention; refrain from using mercury or mercury compounds in manufacturing processes after the phase-out date specified for the respective products or processes in accordance with Art. 5 Para. 2 and Annex B Part I of the Minamata Convention; and refrain from handling mercury waste contrary to the provisions of Art. 11 Para. 3 of the Minamata Convention;

- refrain from producing and using chemicals according to Art. 3 Para. 1a and listed in Annex A of the Stockholm Convention on Persistent Organic Pollutants, to the extent that the convention has been ratified by the national legislation that applies to the supplier;
- undertake to process, collect, transport and store waste in an environmentally-sound manner and in compliance with legislation pursuant to Art. 6 Para. 1d (i) and (ii) of the Stockholm Convention on Persistent Organic Pollutants;
- take particular care to handle waste in compliance with applicable legislation pursuant to the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal.

CONFLICT MINERALS.

The manufacturing of IT products often necessitates the minerals tin, tantalum, tungsten and gold, which are extracted in regions marred by political and social instability. The responsibility of an organisation dealing in IT products thus extends all the way to the beginning of the supply chain. Bechtel is very much aware of this responsibility and expects that our partners source raw materials in a responsible manner that does not contribute to human rights violations, corruption, the financing of armed groups, or has similar negative repercussions in these conflict regions.

Supplier internal compliance and application along the supply chain.

In observing the above standards and principles, suppliers agree to establish and maintain a suitable management system in order to ensure compliance with these standards and principles, taking into account not only the conditions that exist within their own domain, but also within that of other participants in the supply chain.

Consequently, suppliers have suitable contractual measures in place to ensure that their own suppliers, agents and sub-agents reasonably comply with the same principles and standards formulated in the Supplier Code of Conduct, to the extent that these can be applied to the products and services they provide.

The purpose of this is to continuously improve related processes along the supply chain and extend these efforts to upstream suppliers and other parties providing products and services to our own suppliers.

Application, compliance and implementation.

Bechtel reserves the right to verify compliance with the Supplier Code of Conduct, e.g. by obtaining self-assessments from the supplier or performing audits through Bechtel or third-party auditors, as well as through recognised certification and auditing systems. The supplier agrees to provide reasonable assistance to support these measures.

In particular, and throughout the contractual relationship, the supplier agrees to

- provide any materials and information reasonably requested by Bechtel for the purpose of determining compliance with these standards and principles;
- aid the performance of compliance audits by Bechtel or its authorised agents to facilitate the effective evaluation of the supplier's compliance with these standards and principles. Measures related to an audit may include the performance of assessments and inspections on site; interviews and conversations with select employees on the supplier's premises, at production facilities, or other supplier sites at which work is performed on behalf of Bechtel or in the context of products and services procured by Bechtel. To this end, the supplier grants Bechtel any rights to information and inspection, as well as rights of access and control that are needed for Bechtel to exercise its right of audit and examination for the purpose of determining compliance with the Supplier Code of Conduct;

- ensure that the supplier's employees, as well as the employees of their upstream suppliers and agents who deal with the interests of Bechtle are familiar with the requirements of the Supplier Code of Conduct. Bechtle may, at its own discretion, provide needs-based education and training in order to convey and ensure compliance with the legal, business ethical, social and ecological requirements that arise from this Code of Conduct. Any associated costs are to be borne by the parties themselves.

Unless substantial and urgent concerns dictate otherwise, Bechtle will provide reasonable notice ahead of examinations or audits and, in exercising its rights, undertake to keep disruptions to the suppliers' operations at an absolute minimum and take the supplier's reasonable and legitimate concerns into account.

Legal consequences of non-compliance.

- The supplier will immediately notify Bechtle as soon as it becomes aware of, or has reason to believe that the supplier itself or one of its upstream suppliers or agents is in breach of the standards and principles herein. They will further inform Bechtle of the corrective measures taken to restore compliances with the Supplier Code of Conduct.
- In the event of an (imminent) violation of the standards and principles formulated in this document within their domain, the supplier is obligated to immediately take suitable corrective action until the violation has been resolved. Should Bechtle come to the conclusion that the supplier is unable to remedy the situation in the foreseeable future, the supplier will immediately work with Bechtle to create a plan for the purpose of preventing, terminating or containing the violation. In particular, the plan must contain concrete action to take, milestones, a time plan, and responsible individuals within the supplier's organisation. The supplier agrees to immediately implement the action plan and assist Bechtle in every reasonable way to ensure that Bechtle can fulfil its related legal obligations.

- Should concrete indications exist that one of the supplier's upstream suppliers or agents has been in breach of the aforementioned principles, and in particular their obligations related to human rights or the environment, the supplier will implement appropriate measures to assist Bechtle in taking suitable preventative action against the violating party, such as inspections, support of measures for risk prevention, or the implementation of industry-specific or cross-industry initiatives.
- Bechtle is entitled to suspend business relations with the supplier for the duration of measures taken for the purpose of mitigating the risk of or terminating a breach. A breach of this Code of Conduct will not automatically result in such a suspension as long as the supplier demonstrates a willingness to improve the situation in line with an agreed-upon action plan. However, in the event of repeated, recurring or very serious violations with no evident and sufficient efforts on the part of the supplier to turn the situation around, Bechtle reserves the right to discontinue business relations and, with immediate effect, terminate existing contracts for cause.

Whistleblower system.

In our efforts to continuously improve compliance-relevant parameters along our supply chain, the support of our suppliers is indispensable. In order to identify deficiencies early on, we call on our business partners, as well as other stakeholders and third parties to inform Bechtle of any breaches of this Supplier Code of Conduct, as well as any occurrences that may put human rights or the environment at risk. This applies in particular to risks and breaches within the domain of the supplier's upstream suppliers and agents.

To this end, we are providing a whistleblower system to ensure anonymous, secure and confidential communication with the investigative team of Bechtle's Compliance Board.

Phone: +49 7132 981-4555
E-mail: complianceboard@bechtle.com

We will investigate every submitted lead, taking particular care to make sure whistleblowers do not need to fear reprisals or other disadvantages as a result of using the whistleblower system.

Amendments to the code.

Bechtle's operations take place within a dynamic and globally connected economic environment and we continuously review identified risks that exist within our own domain and along our supply chain, as well as the consequent compliance standards to ensure that these remain current, relevant and appropriate.

Bechtle therefore reserves the right to trace any relevant and appropriate changes to the Bechtle compliance standards in this Supplier Code of Conduct and formulate new or revised expectations, standards and principles that apply to our supply chain, to the extent that this becomes necessary as a result of a material change or change of scope of the risk situation within the domain of Bechtle or its direct suppliers.

Bechtle will notify the supplier of such amendments with sufficient notice.

Suppliers undertake to observe the expectations and principles formulated in Bechtle's Supplier Code of Conduct in their current version, as well as to take reasonable and suitable action to extend these expectations and principles to other participants in the supply chain.

Supplier Declaration of Consent.

We hereby declare that

1. we have received a copy of the Bechtle Supplier Code of Conduct and agree to comply with the principles and minimum requirements it contains, in addition to the terms of our service and supply contracts with Bechtle.
2. We understand that this declaration is subject to the substantive law of the Federal Republic of Germany to the exclusion of any legal norms that make reference to other jurisdictions.

Place, Date

Company

Signature

Printed name, Position, Company stamp

This document must be signed by an authorised representative of the supplier and returned to Bechtle within 40 business days.