

# ***SUPPLIER CODE OF CONDUCT***

*TTTECH (TTTECH Computertechnik AG as well as all organizational units in which the company directly or indirectly holds at least 50%) is committed to environmentally and socially responsible corporate governance and as such to the values set out in our Code of Conduct and this Supplier Code of Conduct.*

*Consequently, we expect relevant stakeholders in our supply chain to adhere to the principles reflected in this Supplier Code of Conduct and to integrate them into their corporate culture.*

*The principles of this Supplier Code of Conduct are in addition to and not in lieu of the provisions of any contract executed between TTTECH and the Supplier.*

## CONTENT

<b>1. Social responsibility</b>	<b>3</b>
1.1. Elimination of forced labour	3
1.2. Prohibition of child labour	3
1.3. Fair wages	3
1.4. Fair working hours	3
1.5. Freedom of association	3
1.6. Prohibition of discrimination	3
1.7. Health protection   Occupational safety	4
<b>2. Environmental responsibility</b>	<b>4</b>
2.1. General environmental protection	4
2.2. Spare use of resources & responsible business operation	4
2.3. Requirements regarding substance compliance	4
2.3.1. Conflict minerals	4
2.3.2. WEEE and RoHS	5
2.3.3. REACH Regulation	5
2.3.4. Substances of Very High Concern (SVHCs)	5
2.3.5. POPs Regulation	5
2.3.6. Fluorinated greenhouse gases (F-gas regulation)	5
2.3.7. Per- and Polyfluorinated Substances (PFAS)	5
2.3.8. Toxic Substances Control Act (TSCA)	5
2.3.9. The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65)	5
<b>3. Ethical business conduct and compliance with laws and regulations</b>	<b>5</b>
3.1. Fair competition & Antitrust Law	5
3.2. Privacy, data protection, intellectual property	6
3.3. Information security	6
3.4. Integrity   Anti-corruption	6
3.5. Compliance with export control regulations	6
3.5.1. Compliance with international trade laws, economic sanctions, embargoes and other restrictive measures	6
3.6. Competition & antitrust law	7
3.7. Conflicts of interest	7
3.8. Protection of whistleblowers & protection against retaliation	7
<b>4. Counterfeit parts</b>	<b>7</b>

## SCOPE OF APPLICATION

This Supplier Code of Conduct applies to all organizations providing materials, goods or services to TTTECH, including their employees or anyone working on their behalf, for purposes of TTTECH, as well as any of their subcontractors ("Suppliers").

In order to guarantee environmentally and socially responsible governance throughout the elongated supply chain, we attempt our suppliers to contractually oblige their subcontractors to comply with the standards and regulations listed in this document.

## VERIFICATION OF COMPLIANCE / AUDITS

To guarantee compliance with this Supplier Code of Conduct, TTTECH reserves the right to conduct relevant audits after prior notification.

Any violation of the principles and requirements set out in this Code of Conduct will be regarded as serious violation of the Supplier regarding its contractual obligations towards TTTECH. In the event that the Supplier is suspected of violating any of the principles laid out in this Supplier Code of Conduct, TTTECH is entitled to request from the Supplier to disclose all relevant information regarding the possible infringement.

Furthermore, TTTECH has the right to stop any business relationship with the Supplier if a clear, verifiable breach of this Supplier Code of Conduct has been confirmed.

## EFFECTIVE DATE

The contractual partners agree on the validity of the terms stated below for a common Code of Conduct applicable to all future cooperation. It shall become effective upon signature or approval via TTTECH's supplier relationship management tool.

Our aim is to continually improve ourselves. Therefore, we are constantly improving this Supplier Code of Conduct. When changes have been performed, we will inform our partners about it and expect them to also comply with our improved Supplier Code of Conduct.

## **SUPPLIER REQUIREMENTS**

### **1. Social responsibility**

#### **1.1. Elimination of forced labour**

No forced labour, slave labour or similar form of labour may be used by our Suppliers. All work must be done by choice, and employees must be able to end the work or the employment relationship at any time. Furthermore, no worker may be subjected to unacceptable treatment such as psychological cruelty or sexual or other personal harassment.

In addition, we expect our Suppliers to be compliant with the Uyghur Forced Labour Prevention Act (UFLPA), thus making sure that no parts and components supplied to TTTECH have been mined, produced or manufactured wholly or in part with forced labour in the people's Republic of China, especially in the Xinjiang Uyghur Autonomous Region, or Xinjiang.

#### **1.2. Prohibition of child labour**

Child labour is forbidden at every phase of production. The Suppliers are called upon to adhere to the ILO conventions' recommended minimum age for the employment of children. According to these recommendations, the age should not be lower than the age at which compulsory school attendance ends and should in no case be lower than 15. If children are discovered to be working, the supplier is to document the measures that are to be taken to remedy the situation and enable the children to attend school. The rights of young workers under the age of 18 must not be used for labour deemed damaging to the health, safety or morality of children. Special protective regulations shall be observed.

#### **1.3. Fair wages**

The wage for regular working hours and overtime must comply with at least the statutory national minimum wage or the customary minimum wage for industry, whichever is higher. In any case, the wage for overtime hours must be higher than the wage for regular hours. All legally mandated benefits are to be provided to employees.

Wage deductions as a punitive measure are not permitted. The supplier must ensure that the employees receive clear, detailed and regular written information about the composition of their pay.

#### **1.4. Fair working hours**

Our Suppliers shall meet all local legal requirements regarding working hours and rest days. Performing overtime hours is only permitted if performed on a voluntary basis and paid in accordance with local and national laws and regulations. Applicable restrictions regarding hourly work-week limits and off-day provisions must be met.

#### **1.5. Freedom of association**

The right of employees to form and join organizations of their own choosing and to engage in collective bargaining and strikes is to be respected. In cases in which freedom of association and the right to hold collective meetings are legally restricted, alternative possibilities for an independent association of employees for the purpose of collective bargaining are to be permitted. Employees shall not be discriminated on the basis of forming, joining or being a member of this kind of organization. Employee representatives are to be granted free access to their colleagues' workplaces to ensure that they can exercise their rights in a lawful and peaceful manner.

#### **1.6. Prohibition of discrimination**

Discrimination in any form in the employment process as well as in the recruitment process is prohibited unless justified on the grounds of the job requirements. This applies, for example, to discrimination on the basis of gender, national, ethnic or social background, skin color, disability, health status, political convictions, religion, age, pregnancy or sexual orientation. The personal dignity, privacy and personal rights of every individual shall be respected.

### **1.7. Health protection / Occupational safety**

The supplier is responsible for a safe and healthy working environment. Through the construction and use of suitable workplace safety systems, the necessary preventive measures must be taken to prevent accidents and injuries to health that could occur in connection with workplace activities. Excessive physical or mental fatigue must be prevented through suitable measures. Employees must also be regularly informed and trained about the applicable health protection and safety norms and measures. Employees must be provided access to adequate quantities of drinking water and clean sanitary facilities.

## **2. Environmental responsibility**

### **2.1. General environmental protection**

The protection of the environment is an integral part of TTTECH's business decisions, and we are committed to conducting our business in an environmentally responsible way. Consequently, our Suppliers shall assume global and local environmental responsibilities and shall take the necessary steps to protect the environment in the various regions of the world in which they operate and manage their business in a sustainable and transparent way.

At a minimum, our Suppliers shall comply with all applicable environmental laws and regulations, including but not limited to laws and regulations that regulate hazardous materials, waste, air or water emissions. Suppliers must ensure that necessary environmental permits and registrations are obtained and that the associated requirements with such permits are complied with.

Suppliers shall prove the observance of environmental compliance / substance compliance provisions that fall within their sphere of influence by

- implementing processes to verify and evidence compliance adherence down to the component level

- confirming compliance within their sphere of influence through relevant compliance certificates
- reviewing production documents and by notifying TTTECH if compliance is not met.

### **2.2. Spare use of resources & responsible business operation**

Furthermore, TTTECH requests its Suppliers to take appropriate measures in the manufacturing, processing and maintenance processes with the aim of continuously reducing the consumption of energy, water and the emission of greenhouse gases or any other type of environmental pollutants. We therefore encourage our Suppliers to implement an environmental management system certified according to ISO 14001 or similar standards.

### **2.3. Requirements regarding substance compliance**

TTTECH asks its Suppliers to comply with all applicable laws or regulations prohibiting or restricting the use of specific substances in products or in the manufacturing process, including the obligation to label for recycling and disposal.

Chemicals or other materials which pose a risk when released into the environment shall be carefully identified and handled in such a way that there is no risk when they are handled, transported, stored, used, recycled or reused and disposed.

#### **2.3.1. Conflict minerals**

For the conflict minerals tin, tungsten, tantalum and gold (3TG minerals), as well as for additional raw materials such as cobalt, Suppliers shall ensure to establish processes in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas to assure that 3TG minerals come from reasonable sources. Suppliers shall submit this information to TTTECH upon request, using the standardized Conflict Minerals Reporting Template (CMRT)



as well as the Extended Minerals Reporting Template (EMRT).

### **2.3.2. WEEE and RoHS**

TTTECH requires that the products provided by our Suppliers comply with EU legislation for electrical and electronic equipment, including the Waste Electrical and Electronic Equipment Directive (WEEE) and the Restriction of Hazardous Substances Directive (RoHS), as well as the respective national laws implementing these directives.

### **2.3.3. REACH Regulation**

Products provided to TTTECH must comply with the REACH Regulation (Regulation (EC) No 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals).

### **2.3.4. Substances of Very High Concern (SVHCs)**

For all articles supplied to TTTECH containing substances of very high concern in a concentration above 0.1% weight by weight (w/w), suppliers must submit and report relevant information to the SCIP (Substances of Concern in articles or complex objects) - databank, maintained by the European Chemicals Agency (ECHA).

### **2.3.5. POPs Regulation**

Suppliers must meet compliance regarding the EU POPs Regulation regarding the ban on the production and use of chemicals in compliance with the Stockholm Convention on Persistent Organic Pollutants (POPs Convention).

### **2.3.6. Fluorinated greenhouse gases (F-gas regulation)**

Suppliers of TTTECH must be compliant with the relevant regulation on EU-level regarding fluorinated greenhouse gases (F-gases) and make sure they fulfil the foreseen labelling & registration obligation for products, components and materials supplied to

TTTECH. This also applies to materials used for packaging, such as foam.

### **2.3.7. Per- and Polyfluorinated Substances (PFAS)**

TTTECH requires its Suppliers, upon request, to disclose to TTTECH any products, components, materials or other items provided to TTTECH that contain per- and polyfluorinated substances, as defined in regulations requiring the reporting of such substances, incl. those issued by the US environmental protection agency.

### **2.3.8. Toxic Substances Control Act (TSCA)**

TTTECH requires its Suppliers to provide data on chemicals they provide, including the presence of restricted substances regulated under the Toxic Substances Control Act (TSCA) and maintain relevant documentation.

### **2.3.9. The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65)**

TTTECH requires its Suppliers to ensure that products or components containing chemicals listed under Proposition 65 are identified and that appropriate warnings are provided.

## **3. Ethical business conduct and compliance with laws and regulations**

The Supplier must ensure that its actions, as well as the services and products offered, comply with applicable laws and regulations, and TTTECH is therefore not restricted in its use of the products or services. Furthermore, the Supplier shall ensure that it acts ethically.

### **3.1. Fair competition & Antitrust Law**

The standards of fair business, fair advertising and fair competition must be observed. Beyond this, the relevant antitrust laws, which particularly prohibit agreements and other activities to influence prices or conditions, are to be applied. These regulations further prohibit agreements between customers and Suppliers that are

intended to limit customers' freedom to autonomously determine the prices and conditions for their resale of goods.

### **3.2. Privacy, data protection, intellectual property**

Suppliers must commit to fulfill the reasonable expectations of their clients, subcontractors, customers, consumers and employees concerning the protection of private information. In the collection, storage, processing, transmission and transfer of personal information, Suppliers must observe the laws on data protection and information security as well as the regulatory requirements. Suppliers must implement appropriate technical and organizational measures to ensure the security of processed data.

Suppliers shall handle any business-related information, trade secrets, know-how, intellectual property- or industrial property rights with utmost responsibility.

### **3.3. Information security**

Information security is a crucial pillar for TTTECH. It enables us to protect our information and information assets from unauthorized access, destruction, and modification, while assuring compliance with legal, contractual, and best practice requirements. Therefore, all externals are expected to protect the confidentiality, integrity, and availability of TTTECH information and other associated assets.

Moreover, Suppliers shall adhere to our internal information security policies; apply best practices; exercise due diligence and due care; report incidents immediately; use information and information assets strictly for legitimate, business-related activities; and comply with regulatory requirements.

### **3.4. Integrity / Anti-corruption**

TTTECH maintains a policy of zero tolerance towards corruption in all its forms. We therefore expect from our Suppliers to have implemented effective measures and put in place a compliance program to prevent bribery and corruption within the scope of its business activities and to be compliant

with all anti-corruption laws and regulations applicable to them.

Suppliers and employees of Suppliers must refrain from offering, promising or agreeing to receive any illegal payments or gifts intended to exert undue influence or improper advantage.

### **3.5. Compliance with export control regulations**

**"Export Control Laws"** means the legal framework, including international and national laws and regulations, that govern the export, re-export and transfer of certain goods, software and technology, including but not limited to the European Union Dual-Use Regulation ("E.U. Regulation 2021/821"), the Austrian Foreign Trade Act 2011, the U.S.A. International Traffic in Arms Regulations ("ITAR", 22CFR Part 120-130) and the Export Administration Regulations ("EAR", 15 CFR Parts 730-774).

TTTECH expects its suppliers to comply with all restrictions set forth in applicable Export Control Laws and to ensure they do not export products without the necessary authorizations in place. Furthermore, they shall provide TTTECH with all information necessary to obtain required authorization for further exports.

#### **3.5.1. Compliance with international trade laws, economic sanctions, embargoes and other restrictive measures**

**"Sanctions Laws"** means the legal framework, including laws and regulations, imposing economic, trade and other restrictive measures and that are enforced by international bodies or governments, such as the United Nations Security Council, the European Union, the Government of the U.S.A. Department of State, Department of Commerce and the Office of Foreign Assets Control or the government of any state with jurisdiction on the performance of the Agreement

We expect our Suppliers to comply with all restrictions set forth in applicable Sanctions

Laws of the country in which the Supplier conducts business or any other government authority. If required, we expect our Suppliers to certify its compliance to TTTECH.

### 3.6. **Competition & antitrust law**

Suppliers should especially ensure that they and their suppliers commit no violations against any laws or provisions regulating unfair competition and/or antitrust behavior.

### 3.7. **Conflicts of interest**

We expect the highest standards of integrity from our Suppliers in business interactions with TTTECH. Any business decision or activity performed by our business partners must be based solely on objective criteria. Consequently, the employees of our Suppliers shall refrain from offers (invitations, presents, other kinds of donations etc.) that could give rise to the appearance of a conflict of interest for our employees.

We request our Suppliers to inform us about potential conflict of interest situations (e.g. family connections) and be fully transparent about them.

### 3.8. **Protection of whistleblowers & protection against retaliation**

As part of our compliance culture, we are determined to identify any misconduct within the company that may affect our business or value chains as quickly as possible, resolve it, and take necessary remedial actions.

We have therefore implemented a Whistleblowing Channel which is open not only for own personnel of TTTECH but also for potential reports of externals such as business partners e.g. Suppliers or employees of our Suppliers.

This said, we encourage all business partners incl. our Suppliers to report potential violations of laws or internal provisions that can or may affect TTTECH in any way.

TTTECH assures every whistleblower who reports a breach of this Supplier Code of Conduct or any other relevant misconduct in

good faith that they are protected against any sorts of retaliation and other adverse consequences.

More information incl. TTTECH's *Whistleblowing Policy* can be found under this address:  
<https://tttech.integrityline.com/>

## 4. **Counterfeit parts**

"Counterfeit Parts" shall mean parts, components, modules, or assemblies whose origin, material, source of manufacture, performance, or characteristics are misrepresented.

This term includes, but is not limited to,

- parts that are an unauthorized copy or substitute of an Original Equipment Manufacturer ("OEM") or Original Component Manufacturer ("OCM") item;
- parts that are not sufficiently traceable to an OEM/ OCM to ensure authenticity in OEM design and manufacture;
- parts that do not contain proper external or internal materials or components required by the OEM/OCM or are not constructed in accordance with OEM/OCM design;
- parts that have not passed successfully all OEM/OCM required testing, verification, screening and quality control processes;
- parts that have been (re)marked, re-worked, re-labelled, repaired, refurbished, or otherwise modified from OEM/OCM design, but not disclosed as such.

These include parts that are falsely portrayed as Authentic and New or that obscure or misrepresent the identity of the actual manufacturer;

- defective parts and/or surplus material scrapped by the original manufacture; and
- previously used parts pulled or reclaimed and provided as New.

As used herein, "authentic" shall mean (i) genuine; (ii) from the legitimate source claimed or implied by the marking and design of the product offered; and (iii) manufactured by, or at the behest and to the standards of, the manufacturer that owns the trademark.

"New" shall mean unused after (factory-made) production.

“Independent Distributor” shall mean a person or firm that is neither authorized nor licensed by an OCM to sell or distribute the OCM products, but which purports to sell, broker, and/or distribute such OCM products. Independent Distributors are also referred to as unauthorized distributors, and/or brokers.

- 4.1.** The Supplier shall ensure that only New and authentic materials are used in products to be delivered to TTTECH and that the products delivered contain no Counterfeit Parts. No other material, part, or component other than a New and authentic part shall be used unless approved in advance in writing by TTTECH. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, Supplier shall only purchase authentic parts/components directly from the OEMs/OCMs or through their authorized distribution chain. The Supplier must make available to TTTECH, upon its request, OEM/OCM documentation that authenticates traceability of the components to that respective OEM/OCM.
- 4.2.** Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by TTTECH. The Supplier must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. The approval of TTTECH does not relieve the responsibility of Suppliers to comply with all obligations/warranties in this and the previous paragraph. The Supplier shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification to TTTECH and its written approval before parts/components are procured from sources other than OEMs/OCMs or through the authorized distribution chain of OEM/OCM. The Supplier shall provide copies of such documentation to

TTTECH or its customer for inspection upon their request.

- 4.3.** The Supplier confirms that it is either the Original Equipment Manufacturer (OEM), Original Component Manufacturer (OCM), or a licensed or authorized distributor of the OEM/OCM for the product herein procured. In addition, the Supplier shall ensure that a final OEM/OCM documentation is available upon request, which comprehensibly presents and confirms the traceability of the components to the respective OEM/OCM. If the Supplier is not the OEM/OCM or a licensed or authorized distributor, the Supplier confirms by acceptance of the Supplier Code of Conduct that each product supplied to TTTECH has been procured from the OEM/OCM or a licensed or authorized distributor of the OEM/OCM. The Supplier further warrants that OEM/OCM traceability documentation is accurate and available to TTTECH and its customer upon their request.
- 4.4.** If the Supplier becomes aware or suspects that it has furnished Counterfeit Parts to TTTECH, the Supplier promptly, but in no case later than thirty (30) days from discovery, shall notify TTTECH and replace such Counterfeit Parts at its own expense with OEM/OCM or TTTECH-approved parts. The Supplier shall be liable for all costs related to the replacement of Counterfeit Parts and installation of original parts or products. This shall include costs for examinations and certifications that have become necessary by the installation of authentic Products after Counterfeit Parts have been replaced.