

Supplier Code of Conduct Policy

1. INTRODUCTION

Trilliant Networks Inc. (“Trilliant”) is committed to the highest standards of quality and information security, ethical conduct, social and environmental responsibility. Our commitment to the UN Global Compact, UN Sustainable Development Goals and ISO 9001, ISO 14001, ISO 27001, and ISO 45001, EcoResponsible and EcoVadis certifications are testament to the standards and principles that drive our practices and culture.

We expect our Suppliers to aspire to these same standards in their business operations and, to have their own policies and processes in place addressing the matters detailed herein. Accordingly, Trilliant has created this “Supplier Code of Conduct”, which sets out the standards expected of any Supplier doing business with Trilliant.

“Supplier” means any firm or individual that provides a product or service or undertakes any activity for or on behalf of Trilliant, either directly or indirectly.

“Supplier Representative” means any individual who works for a Supplier, whether under a contract of employment or any other contract (written or oral) where an individual undertakes to personally do any work or services for the Supplier and includes, without limitation, Supplier’s principals, officers, directors, employees, and independent contractors.

2. SYSTEMS AND NETWORK ACCESS

Access to Trilliant systems and data is restricted to only those systems and data that are approved by Trilliant and necessary to perform the agreed-upon services. Any Supplier Representative that is authorized to access Trilliant’s systems shall comply with Trilliant’s Acceptable Use Policy which will be provided to such Supplier Representative if and as applicable. Any attempt to access data not authorized to Supplier is a violation of Trilliant Information Security Policy.

If Trilliant becomes aware of a Supplier Representative attempting to access systems he or she is not authorized for, Trilliant will take immediate action, which may include (a) removing Supplier Representative from Trilliant premises; (b) terminating Supplier Representative’s access; (c) terminating Supplier’s services contract with Trilliant.

Access codes and passwords may not be shared or communicated to anyone other than the individual to whom the access is assigned. Sharing of these credentials may be cause for termination of access of Supplier Representative(s) and Supplier’s services contract with Trilliant.

All extranet (those connections that are not located physically on or within a Trilliant site) connections must have a Trilliant-approved security plan on file before the connection may be established and utilized. All Trilliant-owned hardware and/or Supplier-provided hardware used by Supplier to access Trilliant systems (including via remote access) shall be subject to a system hardening review and vulnerability testing measures as conducted by Trilliant’s information security teams and, if necessary, Trilliant can request that measures be added, or configurations changed to ensure the devices meet Trilliant’s security requirements.

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The foregoing requirements shall not be deemed to limit, in any way, any representations, warranties or covenants regarding IT, data security and confidentiality included in any agreement between Supplier and Trilliant.

3. USE OF TRILLIANT PROPERTY

Supplier is responsible for the proper use of Trilliant property, and must safeguard it against loss, damage, misuse, or theft. Trilliant property is provided to Supplier for Trilliant business purposes only. Personal use of Trilliant equipment such as phones and computers should be kept to a minimum. Any unauthorized duplication and use of software is a violation of copyright laws of the United States. All Internet, intranet and e-mail activities using Trilliant systems are to be conducted for legitimate business purposes that are directly related to the services Supplier is performing for Trilliant. Supplier may not post or discuss business information concerning Trilliant with the media or on the Internet.

4. DATA PRIVACY AND CONFIDENTIALITY

Suppliers must comply with applicable privacy and data protections laws and regulations in the respective countries of operation, as well as secure Trilliant confidential data and individual personal data and prohibit its unauthorized access or use.

5. ETHICAL STANDARDS

Trilliant seeks to identify Suppliers that conduct business with ethical standards consistent with its own. Supplier should abide by the following ethical standards and guidelines:

- Obey all relevant laws.
- Treat each other fairly, with dignity and respect.
- Prepare all records of financial transactions carefully and accurately.
- Report financial conditions and results of operations, honestly and promptly.
- Deal honestly and fairly with clients, customers, suppliers, and financial partners.
- Avoid actual and potential conflicts of interest.
- Avoid the improper giving and receiving of gifts.
- Safeguard Trilliant's assets
- Protect Trilliant's reputation
- Separate personal political activities from Trilliant's business
- Report observed violations of legal and ethical standards.

6. HEALTH & SAFETY

Trilliant expects its Suppliers to strive to implement the standards of occupational health and safety at a high level. Supplier complies with applicable occupational health and safety regulations and provides a work environment that is safe and conducive to good health, to preserve the health of employees and prevent accidents, injuries, and work-related illnesses.

Trilliant maintains a drug and alcohol-free work environment. No Supplier or Supplier Representative is permitted to possess, consume, sell, or be under the influence of alcohol and illegal drugs (and legal drugs that are not used in a manner consistent with dosage

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requirements) while in any Trilliant facility. Any Supplier found to be in violation of this policy may be removed from company premises and not allowed to re-enter a Trilliant facility. Firearms and any other weapons are not allowed in any Trilliant facilities and may not be carried when conducting any Trilliant business. Violent or abusive behavior will not be tolerated at Trilliant. Any Supplier Representative engaging in such conduct may be removed from the premises and not allowed to re-enter a Trilliant facility.

7. PROHIBITIONS AGAINST DISCRIMINATION AND HARASSMENT

Trilliant does not tolerate unlawful discrimination or harassment in the workplace. Supplier must not engage in any unlawful discriminatory or harassing conduct on Trilliant's facilities or directed at anyone in the workplace. Discrimination or harassment based on race, color, religion, national origin, citizenship, ancestry, gender (including pregnancy), gender identity, age, disability, marital status, sexual orientation, or other protected characteristic or status is strictly prohibited.

Sexual harassment is generally defined as unwelcome sexual advances, requests for sexual favors, or other visual, verbal, or physical conduct of a sexual nature when: (i) submission to such conduct is made, either explicitly or implicitly, a term or a condition of employment; (ii) submission to or rejection of such conduct affects employment opportunities; or (iii) such conduct interferes with an individual's work or creates an intimidating, hostile, or offensive work environment.

Trilliant may, in its sole and absolute discretion, remove from the premises any Supplier who engages in offending conduct. Supplier must promptly report any offending behavior, whether such behavior is directed to Supplier or to employees of Trilliant, by notifying any member of Trilliant management.

8. COMPLIANCE WITH LABOR LAWS; LABOR STANDARDS

Supplier shall comply with all laws applicable to its business. Supplier should support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights as well as the 1998 International Labor Organization Declaration on Fundamental Principles and Rights at Work, in accordance with national law and practice.

CHILD LABOR. Suppliers are prohibited from using workers under the legal age of employment in any country or local jurisdiction where Supplier performs work for Trilliant. If the minimum age of employment is not defined, the minimum age of employment shall be 15 years of age. In cases where minors are authorized to work, we expect our Suppliers to observe all legal requirements, particularly those pertaining to hours of work, wages, minimum education and working conditions.

FORCED LABOR. Supplier shall not employ or use any form of forced, bonded or compulsory labor, or other forms of slavery or human trafficking and will take all reasonable steps to ensure that there is no form of forced, bonded or compulsory labor, or other forms of slavery or human trafficking employed or used within its business or in its supply chains.

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COMPENSATION AND WORKING HOURS. Supplier shall comply with the respective national laws and regulations regarding working hours, wages, and benefits.

DISCIPLINARY PRACTICES/COERCION. Trilliant firmly believes that everyone should be treated with dignity. Suppliers shall not inflict or threaten to inflict corporal punishment or any other forms of physical, sexual, psychological, or verbal abuse or harassment on any employees.

FREEDOM OF ASSOCIATION. Supplier Representatives shall be free to join organizations of their own choice. Suppliers shall respect and recognize the right of employees to join and organize associations of their own choosing, and to bargain collectively. Employees shall not be subject to intimidation or harassment in the exercise of their right to join or to refrain from joining any organization.

9. ENVIRONMENT

Supplier shall comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility.

10. COMMUNITY INVOLVEMENT

Trilliant seeks to work with Suppliers that partner with local governments and communities to improve the educational, cultural, economic, and social well-being of the communities in which they live and serve.

11. GIFTS; CONFLICTS OF INTEREST

Trilliant employees may not accept gifts, gratuities, or excessive entertainment (i.e., beyond nominal, conventional business courtesies, such as an occasional luncheon) from any individual or organization with which Trilliant has business dealings and Supplier shall refrain from giving any gifts, payments or the like that would, or could be perceived to violate this policy. Supplier should further refrain from accepting or giving any gifts, favors, payments, entertainment, loans, or the like with a purpose of obtaining any improper advantage or influence for the Supplier, Trilliant or any third party with any client, prospective client or other third party or that create any appearance of impropriety.

Supplier must disclose all potential conflicts of interest, including those in which Supplier may have been placed inadvertently due to either business or personal relationships with customers, suppliers, business associates, or competitors of Trilliant, or with other Trilliant employees. Employees of Supplier may not act on behalf of Trilliant in any transaction or business relationship involving themselves or members of their family, or other persons or organization with which they or their family have any significant personal connection or financial interest.

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12. BUSINESS INTEGRITY; CORRUPTION

Corruption, bribery, extortion, and embezzlement, in any form, are strictly prohibited. Suppliers shall not violate the Foreign Corrupt Practices Act, the UK Bribery Act, any international anti-corruption conventions, and applicable anti-corruption laws and regulations of the countries in which they operate, and shall not engage in corruption, bribery, extortion, or embezzlement in any form. Suppliers shall not offer or accept bribes or other means to obtain an undue or improper advantage. Suppliers must uphold fair business standards in advertising, sales, and competition.

13. FRAUD AND INVESTIGATIONS

Supplier is expected to cooperate with Trilliant investigators, law enforcement and regulatory agencies in the event of any investigation of wrongdoing by Supplier or others doing business with Trilliant. This cooperation includes reporting violations of the law and cooperating with law enforcement agencies in their prosecution efforts.

Should Supplier receive any subpoenas, regulatory requests, media inquiries, or other third-party requests concerning Trilliant, Supplier shall promptly forward such matter to Trilliant, to the extent permitted to do so by law.

14. REPRESENTATION OF TRILLIANT

Supplier may not represent itself as an employee of Trilliant or enter into any agreement on Trilliant's behalf or in Trilliant's name.

15. COMPLIANCE

Trilliant reserves the right to ask Supplier to re-affirm compliance with this Code of Conduct periodically, to investigate compliance by Supplier with this Code of Conduct at any time and to immediately remove Supplier from Trilliant premises and/or terminate the related services contract with Supplier in the event of noncompliance.

16. COMMUNICATION

Supplier should take appropriate steps to ensure that the principles of this Code are communicated to their employees and throughout their own supply chains. Supplier should also take appropriate steps to ensure that the principles of this Code are adopted and applied by their employees, suppliers, agents, and contractors to the extent applicable.

17. ENFORCEMENT

If Trilliant determines that any Supplier has violated this Code, Trilliant may either terminate its business relationship or require the Supplier to implement a corrective action plan. If corrective action is advised, but not taken, Trilliant will suspend placement of future orders and shall terminate its business relationship with Supplier.

18. REPORTING CONCERNS

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Actual, or suspected, material violations by a Supplier of this Supplier Code of Conduct or any other severe violations potentially harming our clients, Trilliant's employees or Trilliant as a firm should be raised to your Trilliant contact or via email at legal@trilliant.com.

19. CHANGES TO THE SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct Policy may be revised or updated by Trilliant from time to time. To the extent there is a conflict between this Supplier Code of Conduct and any applicable law or provision of any agreement between Trilliant and Supplier, the applicable law or agreement shall apply.