

## COMMITMENT TO ETHICS AND INTEGRITY

At Anixter, we pride ourselves on our reputation as a fair, honest, ethical and responsible company. Our integrity has helped Anixter become a global leader in its business. In support of our Corporate Responsibility program, we proudly participate in the United Nations Global Compact and embrace the ten key principles the Global Compact derives from the Universal Declaration of Human Rights, the International Labour Organization's Declaration on Fundamental Principles and Rights at Work, the Rio Declaration on Environment and Development and the United Nations Convention Against Corruption.

As part of our continuing corporate commitment to ethical and responsible business practices, Anixter is dedicated to working with suppliers, manufacturers, contractors, consultants and third parties or intermediaries who provide products to Anixter or perform services for us or act on our behalf (collectively "Suppliers") who maintain a similar commitment to strong ethical standards.

We developed this Supplier Code of Conduct (this "Code") to provide clarity to our Suppliers regarding our expectations of ethical and responsible corporate business practices. Compliance with this Code is mandatory, and we have the right to immediately terminate our business relationship with any Supplier that violates this Code. We also reserve the right to take any other action deemed appropriate under the circumstances and all applicable local, state, federal and international laws, rules, orders, regulations and directives, conventions, regulatory requirements and codes of practice (as amended from time to time) (collectively, the "Laws"). We expect Suppliers to require adherence to this Code from all third-party vendors or sub-suppliers retained by Supplier to supply products or services to us, whether directly or indirectly. We reserve the right to change the requirements of this Code based on changes in applicable Laws or changes in the Anixter compliance program. The current version of this Code is available at [anixter.com/suppliercode](http://anixter.com/suppliercode). We strongly encourage all of our Suppliers to read the "Understanding Anixter's Supplier Code of Conduct" training module available at [anixter.com/bpoverview](http://anixter.com/bpoverview).

## LEGAL COMPLIANCE

Suppliers shall conduct their business in compliance with all applicable Laws including, but not limited to, those related to the environment, work relationships, human rights, health and safety, environmental, anti-money laundering, antitrust and securities (i.e.

insider trading). In addition, Suppliers shall conduct business in accordance with the United States Foreign Corrupt Practices Act, the UK Bribery Act and all other applicable anti-bribery and anti-corruption Laws. Suppliers must be honest, direct, transparent, and truthful in discussions with regulatory agency representatives and government officials.

In the event Supplier engages a disadvantaged, small, or minority business enterprise (whether it be a federal or state program) in connection with any transaction involving Anixter, Supplier shall ensure that such transaction, engagement and practice shall be made in full compliance with all applicable Laws.

Supplier shall disclose to Anixter whether any equipment, system, service, part, component, or element is produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any other entity that the U.S. Department of Defense reasonably believes to fall within the definition of covered telecommunications equipment or services under section 889 of the National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, ("Section 889"), including any subsidiary or affiliate of such entities (collectively, the "Restricted Entities"). If any item is produced or provided by the Restricted Entities, then Supplier shall provide the part number, serial number, or any other relevant information that Anixter requests to ensure compliance with Section 889 and applicable state law. Supplier also shall disclose whether Supplier is unable to ascertain whether any item sold to Anixter is produced or provided by the Restricted Entities. If Supplier's products are provided for use by the U.S. federal government, Supplier shall comply with FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

## PROHIBITION OF BRIBERY AND CORRUPTION

We take a ZERO tolerance approach to bribery and other forms of corruption and are committed to acting professionally, fairly, with integrity and in compliance with all applicable anti-bribery and corruption Laws wherever we operate. We expect and require Suppliers to comply with all provisions of Anixter's Business Partner Anti-Corruption Policy at [anixter.com/bppolicy](http://anixter.com/bppolicy).

## UNFAIR BUSINESS PRACTICES

Suppliers must not engage in bid collusion, price fixing or other cartel arrangement, or customer or market allocation with other Suppliers and must not participate in international boycotts unless sanctioned by the United States government or applicable Laws. Suppliers must comply with all applicable antitrust, trade regulation, and competition Laws.

## HUMAN RIGHTS AND PREVENTION OF HUMAN TRAFFICKING

Suppliers shall uphold the human rights of all individuals associated with their organizations. This includes, but is not limited to:

### Child labor:

- ) Not employing child workers younger than the applicable required minimum age and not using child labor, which is work that is physically, socially or morally dangerous and harmful, that deprives children of an education or requires a child to combine education with long hours and heavy work.

### Forced, bonded, compulsory labor:

- ) Employment must be freely chosen.
- ) No use of forced, prison, bonded (including debt bondage), or indentured labor or child labor or workers subject to any form of compulsion, coercion, slavery or trafficking of persons in violation of applicable Laws.
- ) Not holding or otherwise destroying, concealing, confiscating, or denying access of employees to their identity or immigration documents, or other valuable items, including work permits and travel documentation. The retention of personal documents shall not be used to bind workers to employment or restrict their freedom.
- ) If required by applicable Laws, providing an employment contract, recruitment agreement or other work document in writing. Employment contracts will be provided in a language understood by the employee.
- ) Permitting workers to leave work or terminate their employment at any time *subject to Supplier's end-of-employment process and applicable Laws*.
- ) Not requiring workers to pay employers' or agents' recruitment fees or other related fees for their employment and repaying any such fees if found to have been paid by workers. Recruitment fees include, but are not limited,

costs associated with travel to the receiving country, processing official documents and work visas in both home and host countries.

- ) Not procuring commercial sex acts.
- ) Not utilizing misleading or fraudulent practices during the recruitment of employees or offering of employment.
- ) Not using recruiters that do not comply with applicable local labor Laws of the country in which the recruiting takes place.
- ) *If required by applicable local Laws*, providing return transportation or paying for the cost of return transportation upon the end of employment for all employees who are not nationals of the country in which the work takes place and who was brought into that country for the purpose of working for Supplier.
- ) Not providing or arranging housing that fails to meet the host country's housing and safety standards, if housing is required.

### Equality & Non-Discrimination:

- ) Promoting equal opportunities for, and treatment of, its employees irrespective of skin color, race, nationality, social background, disability, sexual orientation, gender reassignment, pregnancy, maternity, political or religious conviction, sex or age.
- ) Ensuring that migrant workers shall benefit from conditions of work (including but not limited to wages, benefits and accommodations) no less favorable than those available to country nationals. Ensuring that migrant workers (or their family members shall not be threatened with denunciation to authorities to coerce them into taking up or maintaining employment.
- ) Further, Suppliers that provide goods or services to the United States government must abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

## **No harsh or degrading treatment/harassment:**

- J Refusing to tolerate any unacceptable treatment of employees, such as mental cruelty, corporal punishment, physical abuse, sexual or other harassment, verbal abuse or other forms of intimidation.
- J Strictly prohibiting the use or threat of physical or sexual violence, harassment and intimidation against a worker, his or her family or close associates.

## **Fair wages/compensation and working hours:**

- J Providing fair wages, equal to or exceeding the applicable statutory minimum wage.
- J Prohibiting deductions from wages as a disciplinary measure.
- J Ensuring that all workers retain full and complete control over their earnings.
- J Complying with the maximum number of working hours permitted under any applicable Laws.
- J Ensuring that all overtime is voluntary.

## **Freedom of movement and association:**

- J Recognizing and respecting the freedom of employees to join, or refrain from joining, legally authorized associations or organizations, including trade unions.
- J Not restricting workers' freedom of movement in the facility or unreasonably restricting employees' entering or exiting company-provided facilities.

## **Grievance procedures:**

- J Incidents of human trafficking can also be reported to the U.S. Department of Health & Human Services' Global Human Trafficking Hotline at:  
<https://humantraffickinghotline.org/report-trafficking>.

Supplier shall not engage in any form of human trafficking or slavery and will comply with the requirements of all applicable Laws, including, but not limited to, FAR 52.222-50 Combatting Trafficking in Persons and the U.K. Modern Slavery Act, where applicable.

Upon written request of Anixter, Supplier shall provide Anixter a copy of Supplier's human rights

and anti-human trafficking policies or provide the web address where Supplier's policies are available.

## **HEALTH AND SAFETY**

Suppliers are to ensure they follow safe and environmentally friendly work practices by communicating expectations of behavior and responsibilities to all employees, including maintaining a drug-free, harassment-free and weapon-free workplace, and fully comply with all applicable Health and Safety Laws, including those applicable to the areas of emergency preparedness, industrial hygiene, physically demanding work, machine safeguarding, sanitation and housing. This includes controlling risk hazards on unconditional and unsafe act(s) in the workplace, providing the proper training to ensure that employees are educated in health and safety issues and developing and maintaining an occupational health and safety management system.

During the COVID-19 Pandemic, Suppliers shall adhere to and comply with all applicable laws, statutes, rules, regulations, CDC guidelines, and WHO (World Health Organization) protocol to help stop and mitigate the spread of the COVID-19 virus. Suppliers shall also provide adequate personal protection equipment (e.g., masks and gloves), and implement adequate social distancing guidelines pursuant to applicable laws, statutes, rules, regulations to protect its employees, contractors, customers, vendors, and communities.

## **ENVIRONMENTAL PRODUCT COMPLIANCE AND SUSTAINABILITY**

Suppliers shall operate in an environmentally responsible and efficient manner to minimize adverse impacts to the environment and promptly communicate any product compliance status updates to Anixter pursuant to the Code. This includes, but is not limited to:

- J Acting in accordance with the applicable statutory and international standards regarding environmental protection, hazardous materials, air emissions, waste and wastewater discharges.
- J Minimizing environmental pollution and waste of all types, including conservation measures and recycling, re-using or source reduction strategies.
- J Actively participating in the management of environmental risks, identifying hazards and implementing solutions.

- J Obtaining, maintaining and complying with all required environmental permits and registrations.
- J Producing declarations of compliance pursuant to all applicable substance control Laws) including, but not limited to, California Proposition 65, WEEE Directive, RoHS and REACH. In addition, completing and submitting product level substance declaration forms via the Anixter and/or customer portal(s) or via regular mail or email, as instructed.
- J Ensuring that product and packaging requirements include proper environmental compliance marking and labeling as required by applicable state, national and international regulations, including, but not limited to California Proposition 65, UL, CSA, CE.
- J Supplier shall consider that any product sales to Anixter within the U.S may end up in the State of California and therefore. California Proposition 65 labeling of all applicable products is expected.
- J Producing declarations of compliance pursuant to all applicable Laws, including, but not limited to, WEEE Directive, RoHS, REACH, and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Proposition 65). In addition, (i) informing Anixter in writing if any products provided by Supplier contain a declarable substance prior to purchase of such products, and (ii) completing and submitting product level substance declaration forms via the Anixter and/or customer portal.
- J Ensuring that all product and packaging requirements include proper environmental compliance marking and labeling as required by applicable Laws.

At the time of delivery, Supplier shall identify in a Safety Data Sheet or other written statement all hazardous or toxic substances (as those terms are defined in any applicable Laws) contained in any product, to the extent required by applicable laws. With the exception of such hazardous or toxic substances so identified, Supplier warrants that at the time of delivery of each product contains no hazardous or toxic substances. All substance related declarations and Safety Data Sheets should accompany raw materials, subcomponents and finished goods as well as be emailed to: [environmentalproductcompliance@anixter.com](mailto:environmentalproductcompliance@anixter.com).

## INTERNATIONAL TRADE COMPLIANCE

Suppliers must comply with all laws, regulations and executive orders of the U.S., EU, and of all other countries that are applicable to the shipment, export,

transit, conveyance, transport or dispatch of goods and transfer of technical data to Anixter. In addition, the supplier must ensure that their import of parts, components, and technical data is in accordance with all laws, directives and regulations of the governing country. The supplier shall not directly or indirectly provide to Anixter any goods or services from a country, person or entity that is subject to U.S., EU, or other regional, unilateral, and multilateral regulations that restrict transactions with specific entities, persons or countries. The Supplier shall implement compliance processes to screen its employees, customers, suppliers, vendors, agents and other business associates, including all parties involved in the transaction to ensure compliance with applicable US, EU and other applicable laws and regulations concerning embargoes and sanctions.

## ETHICAL SOURCING PRACTICES

Suppliers will source raw materials, subcomponents, finished goods and/or services from third parties who uphold similar standards of integrity and ethical compliance as set forth in this Code, and shall drive accountability of these principles throughout their supply chain. This includes (i) ensuring that their supply chains are free from slavery, servitude, forced and compulsory labor and human trafficking and (ii) developing policies and procedures to refrain from sourcing conflict minerals (and reporting the existence of conflict minerals in its products to Anixter when requested) consistent with Anixter's Conflict Minerals policy available at: [anixter.com/conflictmineralspolicy](http://anixter.com/conflictmineralspolicy).

Supplier must maintain methods and processes (i) to minimize the risk of introducing counterfeit parts and materials into deliverable products to their raw materials, subcomponents, finished goods and/or services, and (ii) detect counterfeit goods, parts, and materials, and provide notification to recipients of counterfeit product(s) when warranted, and exclude counterfeit parts and materials from the products delivered. Such methods and processes shall at a minimum, meet the applicable standard industry practice for Supplier. Suppliers must comply with DFARS 252.246-7007 and DFARS 252.246-7007, where applicable and should use SAE AS5553 as a guideline for these processes. Suppliers must timely respond to requests for information regarding the source of any parts or materials. We endeavor to report all known occurrences of counterfeit and substandard parts, as appropriate, to internal organizations, manufacturers, customers, GIDEP and criminal investigative authorities.

## PROTECTION OF INTELLECTUAL PROPERTY

Suppliers must respect and protect the intellectual property rights of all parties by using only legitimately acquired and licensed information technology and software and by using software, hardware, and content only in accordance with their licensed uses and terms of use. Suppliers must comply with the intellectual property rights of Anixter and others, as well as manage the transfer of technology and know-how in a manner that protects intellectual property rights. These rights include copyrights, design rights, know-how, patents, trademarks and trade secrets.

## DATA PRIVACY

Protection of the personal data of our employees, customers and other business partners is vital for Anixter's business and we are committed to the protection of such data. All our suppliers must comply with all applicable data protection and privacy laws and provisions of Anixter's Partner Personal Data Protection Policy at [anixter.com/bpdataprivacy](http://anixter.com/bpdataprivacy). In addition, Suppliers that have access to Anixter's internal or confidential information must comply with all provisions in the Third-Party Access to Anixter Information Systems Policy.

## APPROPRIATE CONDUCT ON ANIXTER PREMISES

All Supplier employees, as well as any third party engaged by Supplier on its behalf who has access to either Anixter's or Anixter's customer's premises or property is expected to engage in appropriate and professional workman-like conduct and behavior at all times. Examples of inappropriate conduct, include, but are not limited to, being under the influence of or affected by alcohol; use of illegal drugs; use of a controlled substance, except for approved medical purposes; possession of a weapon of any sort; and/or harassment threats or violent behavior.

## REPORTING OF VIOLATIONS

We expect and require that all Suppliers promptly report suspected violations of this Code. Suppliers may do so anonymously via [anixter.ethicspoint.com](http://anixter.ethicspoint.com), by mail at Anixter Inc., Attn: Chief Compliance Officer, 2301 Patriot Boulevard, Glenview, Illinois 60026, USA, or via email at [ethics@anixter.com](mailto:ethics@anixter.com). We will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out

advice or reported questionable behavior or a possible violation of this Code.

## AUDIT

Our Suppliers shall (i) develop, implement and maintain appropriate written standards, procedures and controls, and maintain complete and accurate records, and (ii) perform periodic evaluations of their operations to ensure compliance with this Code and applicable Laws. Upon request, Suppliers will permit us or, our authorized representatives, such access to their records and facilities as may be required in order to verify compliance with this Code and applicable Laws. Upon request, Suppliers shall also complete and promptly return any survey and/or questionnaire that we provide related to compliance with this Code.

## FURTHER ASSURANCES

Upon Anixter's reasonable request, Supplier shall, at its sole cost and expense, execute and deliver all such further documentation and information, and take all such further acts, as reasonably necessary to fulfil its obligations under the Code or to give full effect to this Code.