

Supplier Requirements & Supplier Code of Conduct

PUR003Sweb

Ed. 21-01-2022

*System procedure - Part of the
process documentation:*

PUR

Contents

| | |
|---|-----------|
| 1. INTRODUCTION | 4 |
| SUPPLIER REQUIREMENTS | 4 |
| SUPPLIER CODE OF CONDUCT | 4 |
| 2. SUPPLIER REQUIREMENTS | 5 |
| 2.1. Waiver request | 5 |
| 2.2. Supplier approval | 5 |
| 2.3. Operational Requirements | 5 |
| 2.3.1. General requirements..... | 5 |
| 2.3.2. Control of documents | 5 |
| 2.3.3. Control of records..... | 5 |
| 2.3.4. Purchasing process | 5 |
| 2.3.5. Control of production and service provision | 6 |
| 2.3.6. Production Process Verification | 6 |
| 2.3.7. Validation of processes for production and service provision | 6 |
| 2.3.8. Identification and traceability | 6 |
| 2.3.9. Customer property | 7 |
| 2.3.10. Preservation of product | 7 |
| 2.3.11. Control of monitoring and measuring equipment..... | 7 |
| 2.3.12. Monitoring and measurement of product..... | 7 |
| 2.3.13. Control of non-conforming product | 8 |
| 2.3.14. Analysis of data | 8 |
| 2.3.15. Corrective action..... | 8 |
| 2.3.16. 'Supplier Approval Questionnaire' completion | 8 |
| 2.3.17. Waiver conditions | 9 |
| 2.3.18. Supplier evaluation..... | 9 |
| 3. SUPPLIER CODE OF CONDUCT | 10 |
| 3.1. Introduction | 11 |
| 3.2. Conducting Your Business | 11 |

| | | |
|--------------|---|-----------|
| 3.3. | Compliance with laws | 11 |
| 3.4. | Human Rights..... | 12 |
| 3.4.1. | Child labour | 12 |
| 3.4.2. | Anti-Slavery and Human Trafficking Policy..... | 12 |
| 3.5. | Employment Practices..... | 12 |
| 3.5.1. | Harassment..... | 12 |
| 3.5.2. | Non-Discrimination..... | 12 |
| 3.5.3. | Wage and Benefits..... | 13 |
| 3.5.4. | Free Association..... | 13 |
| 3.6. | Anti-Corruption | 13 |
| 3.6.1. | Anti-Corruption Laws and Regulations | 13 |
| 3.6.2. | Zero Tolerance Policy | 13 |
| 3.6.3. | Illegal and Improper Payments or Benefits | 13 |
| 3.6.4. | Due Diligence | 14 |
| 3.6.5. | Gifts/Business Courtesies..... | 14 |
| 3.6.6. | Offers of Employment..... | 14 |
| 3.6.7. | Fraud and Deception | 14 |
| 3.7. | Competition and Anti-Trust | 15 |
| 3.8. | Insider Trading | 15 |
| 3.9. | Conflicts of Interest..... | 15 |
| 3.10. | Maintain Accurate Records..... | 15 |
| 3.11. | Information protection | 15 |
| 3.11.1. | Protection of Sensitive Information..... | 15 |
| 3.11.2. | Use of Sensitive Information..... | 16 |
| 3.11.3. | Information Security | 16 |
| 3.12. | Marketing Materials and Interactions with the Media..... | 16 |
| 3.13. | Environment, Health and Safety | 16 |
| 3.13.1. | Environmental, Health and Safety Management..... | 16 |
| 3.13.2. | Conservation of Natural Resources..... | 17 |
| 3.13.3. | Protection of Employee Health and Safety..... | 17 |
| 3.14. | Global Trade Compliance..... | 17 |
| 3.15. | Responsible Sourcing of Minerals | 17 |
| 3.16. | Counterfeit Parts..... | 17 |
| 3.17. | Government Procurement..... | 17 |
| 3.17.1. | Compliance with Government Contracting Regulations..... | 17 |
| 3.17.2. | Source Selection Information | 18 |
| 3.17.3. | Lobbying | 18 |
| 3.18. | Ethics Program Expectations..... | 18 |
| 3.18.1. | Whistleblower Protection and Non-Retaliation | 18 |

| | | |
|--------------|--|-----------|
| 3.18.2. | Consequences for Violating the Code..... | 18 |
| 3.18.3. | Ethics Policies..... | 18 |
| 3.19. | Reporting Concerns | 18 |
| 3.19.1. | Self-Monitoring and Reporting..... | 18 |
| 3.19.2. | Reporting Point of Contact..... | 19 |
| 3.20. | Right to Audit | 19 |

1. Introduction

Supplier Requirements

OIP Land Systems S.A. (the “**Company**”) is a specialist in both the development and upgrade of a wide range of military vehicle platforms. The Company can boast a proven track record and gained worldwide reputation in the field of complete refurbishment programs for military wheeled and tracked vehicles, thanks to its know-how. OIP Land’s key to success is providing innovative and cost effective solutions, combined with an integral life cycle support service. Quality is an essential key that provides the Company with continuous competitiveness in the market.

The Company expects from Suppliers an equal supportive commitment to Quality through the maintenance of an effective Quality Management System (QMS), providing a framework where the improvement of products, services, and processes are accomplished, stated in these Supplier Requirements, see chapter “**2. Supplier Requirements**”.

Supplier Code of Conduct

Furthermore OIP Land Systems S.A. (the “**Company**”) is committed to best practices regarding integrity in business conduct, including in the dealings with suppliers, contractors and consultants.

The commitment to operate according to ethical standards is an important factor in enabling the Company to meet its business goals and demands of today’s marketplace. A reliable and ethical supply chain is critical for the Company’s ability to support its own and its customers’ goals. Integrity, safety and quality are fundamental to the Company’s performance, and a collaborative environment with its supply chain in these areas is encouraged. The customers rely on the Company to work with suppliers, subcontractors and other business partners who share these values.

To support the business integrity of all activities, it is required that members of the supply chain endorse the values relating to the range of areas set forth in this Supplier Code of Conduct. The principles set forth in the Supplier Code of Conduct represent a fundamental part of the mutual commitment on how the Company does business and is integral to every relationship the Supplier has with the Company, and are included in chapter “**3. Supplier Code of Conduct**”.

2. Supplier Requirements

2.1. Waiver request

- a. A waiver might be requested when the Supplier does not comply with a requirement, and shall be formalized through the completion of the 'Supplier Approval Questionnaire'.
- b. The Company analyses the request for waiver in good faith, considering the technical aspects of the request and current Company's needs. The Company's decision is final and the waiver shall not affect Supplier's ability and responsibility to provide a product that meets all The Company and/or applicable law and regulatory requirements.
- c. For detailed information, see paragraph 2.3.17 – Waiver conditions.

2.2. Supplier approval

- a. Suppliers are approved for delivery to the Company after review of the answers on the Supplier Approval Questionnaire by the Company Purchase and Quality department.
- b. The decision on the approval of a supplier is by discretion of the Company CEO.
- c. Suppliers will be formally informed on their approval status by the Company Purchase department.
- d. Suppliers' that are not formally approved may not deliver goods to the Company.

2.3. Operational Requirements

2.3.1. General requirements

The Company, its Customers, and/or Authority's Representatives (airworthiness, military) shall have the right to conduct audits, inspections or evaluations at Supplier's facilities at any time, which may include visits to Sub tiers and/or vendors facilities, in order to verify the compliance with this procedure, contract, standards, guidelines and/or purchase order requirements.

The Company will provide Supplier with a prior written notice at least five (5) days before the intended audit, inspection or evaluation dates.

2.3.2. Control of documents

Unless otherwise specified, quality documentation exchanged with the Company shall be written in English for Suppliers which mother language is not Dutch.

2.3.3. Control of records

Unless otherwise specified, Supplier shall keep records on file and available to the Company's representatives for at least 7 years.

2.3.4. Purchasing process

- a. The Supplier shall inform major Suppliers/Sub tiers names to Company's Quality Department.
- b. For Company's design authority parts, the Company reserves the right to veto any Sub tiers.

- c. The Company only accepts products from manufacturers indicated in the Company's purchase order.

2.3.5. Control of production and service provision

The Supplier shall implement a system for prevention, detection and removal of foreign object (FOD).

2.3.6. Production Process Verification ¹

All production process verification documentation shall be retained according to Paragraph 2.3.3 above. A copy shall be submitted to the Company, when required.

2.3.7. Validation of processes for production and service provision

Supplier shall establish procedures for controlling special processes, including but not limited to:

2.3.7.1 Qualification or initial approval

Special Processes shall be qualified or approved by the Supplier before manufacturing the first ship set. Supplier shall keep available for the Company review the following data:

- a. Identification and address of the facility;
- b. Identification of the special processes and applicable specification number;
- c. Report of process parameters controls (temperature, pressure, concentration, pH, hardness, conductivity, etc.) according to the limits and frequency specified in the specifications;
- d. Calibration standards list (including calibration reference procedures and calibration frequency);
- e. List of qualified personnel; evidences of their qualification (training, knowledge, experience, skills);
- f. Qualified materials list used in the process.

2.3.7.2 Qualification maintenance

Special processes shall be maintained through periodic verification. Periodic verification shall consist of monitoring the special process parameters at in interval established in the process specification requirements.

2.3.7.3 Flow down of the requirements

Supplier shall flow down applicable requirements and control of special process performed by Sub tiers. Supplier control of Sub tiers shall include: qualification, maintenance, control of nonconforming product and corrective action. Sub tiers shall keep records of list described on item 2.3.7.1 (above) as well.

2.3.8. Identification and traceability

- a. Traceable items that size and/or application that do not allow the part number and serial number identification shall be individually packaged and identified by an appropriate label.
- b. Supplier shall identify parts according to final identification label form.

¹ Note: This activity is often referred to First Article Inspection.

- c. Supplier shall identify products in storage or shipped to the Company with the manufacturer's lot or batch identification and certification records.
- d. Supplier shall inform in the certificate of conformance form and record externally on the package of each individual product, batch or parts lot, the cure date and shelf life, as applicable.
- e. Supplier shall ensure that documents (delivered with the product) required by the applicable Authority or contract/purchase order are protected against loss and deterioration.

2.3.9. Customer property

- a. The Supplier shall:
 - 1) Check the quantity and the dimensional of materials received according to documents sent by the Company;
 - 2) Check if the previous operations of the manufacturing order were performed.
- b. Supplier shall store materials after inspection and approval, indicating: drawing number of the part to be manufactured, lot number, and manufacturing order number to prevent incorrect use.
- c. Supplier is responsible for Company's tooling and shall:
 - 1) Inspect tooling before use;
 - 2) Storage tooling in an appropriate place;
 - 3) Rework tooling only under formal Company's approval;
 - 4) Supplier shall control the maintenance and periodic controls (dimensional, visual and assembly tests).
 - 5) Supplier shall contact the Company's Quality Department if an operation cannot be executed due to tooling problems.

2.3.10. Preservation of product

- a. Supplier shall prepare, implement, and maintain an ESD program control plan applicable to ESD susceptible items that are handled, stored, transported, and delivered to the Company.
- b. Supplier shall storage raw material sent by the Company in an appropriate closed place with restrict access and in a proper form to prevent dust, humidity, corrosive gases or any other damage.

2.3.11. Control of monitoring and measuring equipment

- a. Supplier shall contract calibration services with traceable standards of Calibration Certification Agency.
- b. Supplier shall maintain an area for inspection separated from manufacturing process, controlling temperature and humidity by a continuous recorder. The continuous recorder shall assure a detailed report of variations.

2.3.12. Monitoring and measurement of product

Supplier shall create and keep a detailed inspection plan for all manufactured parts.

2.3.13. Control of non-conforming product

- a. A non-conformity detected (or suspected) after delivery shall be reported in writing to the Company's Quality Department. The Supplier shall inform:
 - 1) Containment actions;
 - 2) Affected part numbers;
 - 3) Affected serial numbers or batches;
 - 4) Corrective actions.
- b. Supplier's disagreements to a Company's non-conformity report issuance shall be expressed within two working days after receiving the notification. Otherwise, Supplier accepts the responsibility for non-conformity report.
- c. For Company's design authority parts and for Suppliers without a MRB approved by the Company, all non-conformities shall be submitted to the Company for disposition, review, and approval.
- d. For non-conformities in tested articles which dispositions are: "use as is" or "repair", Supplier shall submit for the Company review and approval:
 - 1) For Company's design Authority: all non-conformities;
 - 2) For Supplier's design Authority: all major non-conformities.

2.3.14. Analysis of data

When required, Supplier shall provide the appropriate quality data (charts, indicators, acceptance rate, shop findings, etc.) that demonstrates Supplier's internal quality performance and the corrective actions taken in order to prevent impacts on the Company.

2.3.15. Corrective action

- a. When the Supplier's quality performance is out of the required target, the Company will request to Supplier an action plan in order to contain the problems and corrective actions.
- b. The Company reserves the right to take other actions such as a process audit to be performed at Supplier or Sub tiers facilities in order to support the action plan accomplishment.

2.3.16. 'Supplier Approval Questionnaire' completion

Supplier shall fill out the questionnaire:

- a. Providing the requested general information;
- b. Stating acceptance in the field "Accept Yes/No" under the block "Specific Information";
- c. Providing the reasons for waving a requirement by completion of the field "Supplier's reply or comments";
- d. Providing the reasons for waiving a requirement of this [PUR003S] by completion of the appropriate field "Requested waivers";
- e. Attaching a signed Non-Disclosure Agreement.

2.3.17. Waiver conditions

2.3.17.1 Waiver issuance and maintenance

- a. Waivers may be granted for periods of a maximum of two years.
- b. The waiver may be:
 - 1) Extended if the waiver has been contributing to improve quality, productivity or performance;
 - 2) Terminated if quality, productivity or performance has been inadequate to justify extension or if it is no longer necessary.
- c. A new waiver request shall be submitted to the Company if Supplier does not comply with a revised or a new requirement.
- d. Every new 'Supplier Approval Questionnaire' shall incorporate all waivers:
 - 1) The waivers agreed by the Company, which text has not changed;
 - 2) New waiver requests.
- e. In case of changing contract scope, the 'Supplier Approval Questionnaire' shall be revised.

2.3.17.2 Waiver revocation

- a. The waiver may be revoked at any time the remaining requirements are either no longer satisfied or no longer appropriate.
- b. The waiver will be automatically revoked if false or misleading information is knowingly or recklessly given to the Company.
- c. If the Company proposes to revoke a waiver, it will:
 - 1) Formally notify the Supplier with the reasons for either its proposal or its actions;
 - 2) State in this notice a 30-day period within which the Supplier might propose a corrective action plan concerning the proposal and/or actions.
- d. After considering any corrective action plan, the Company will confirm its decision to revoke the waiver or not.

2.3.18. Supplier evaluation

The Supplier evaluation is based upon:

- KPI 'Quality Performance Suppliers' which is based on the quantities failed against the quantities delivered.
- KPI 'On-time delivery Suppliers'.

These KPI's are evaluated quarterly. When the KPI target is not met a complaint will be addressed to the Supplier with the demand to submit a corrective action plan. When no corrective action is submitted, the approval status can be revoked.

3. Supplier Code of Conduct

To Our Supply Chain:

OIP Land Systems S.A. (the "Company") is committed to best practices regarding integrity in business conduct, including in our dealings with our suppliers, representatives, contractors and consultants. Our commitment to operate according to ethical standards is an important factor in enabling the Company to meet our business goals and demands of today's marketplace.

A reliable and ethical supply chain is critical for the Company's ability to support our and our customers' goals. Integrity, safety and quality are fundamental to the Company's performance, and we encourage a collaborative environment with our supply chain in these areas. Our customers rely on us to work with suppliers, subcontractors and other business partners who share these values.

To support the business integrity of our activities, we require that members of our supply chain endorse our values relating to the range of areas set forth in this Supplier Code of Conduct (the "Code"). The principles set forth in the Code represent a fundamental part of our mutual commitment on how we do business and are integral to every relationship you have with the Company. The Code is also consistent with the principles set forth in the Supplier Code of Conduct endorsed by the International Forum on Business Ethical Conduct of the U.S. and European aerospace and defense industries.

Thank you for doing your part in helping us maintain a leading standard of business integrity.

Chief Executive Officer
OIP Land Systems S.A.

3.1. Introduction

Welcome to OIP Land Systems S.A. (the “**Company**”) Supplier Code of Conduct (“**Code**”). Conducting our business fairly, openly, honestly, ethically and properly is critical to the Company’s continued success. The purpose of this Code is to facilitate our representatives, suppliers, subcontractors and consultants (collectively “**Supply Chain**”) commitment to ethical and compliant business conduct.

In addition to the specific provisions of the Code and any other Company policies, procedures or contractual obligations we may ask you to follow, we expect members of our Supply Chain to conduct their business activities ethically and in compliance with all applicable laws and regulations. This Code is intended to promote a culture that complies with not only the letter, but also the spirit, of all applicable laws, rules and regulations and related Company’s policies and procedures.

This Code incorporates best practice supply chain in compliance principles and is based upon the Company’s Code of Business Conduct and Ethics, which is available for review upon request.

3.2. Conducting Your Business

The Company’s reputation is based on delivering systems and products that create value for our customers and protect and save lives. In order to maintain this reputation, we strive for excellence in all that we do, including conducting ourselves according to leading ethical standards. We expect our Supply Chain to follow similar standards.

You should refer to this Code’s principles when ethical and compliance issues arise. Each of the principles in this Code is fundamental to how we do business.

The Company relies on our Supply Chain to choose sub-tier subcontractors and suppliers that also share the values included in the Code. It is important everyone working on your behalf for us conducts business in the manner prescribed by this Code.

By entering into any subcontract or purchase order with the Company, you are committing to conduct your activities in a manner consistent with this Code. Accordingly, all of your business activities relating to work with the Company must be performed in a manner that is fair, ethical and compliant with this Code and applicable laws and regulations.

While the Code contains standards to be followed, no one document can cover all situations. If, for whatever reasons, following the Code would conflict with a legal requirement, you must comply with the law.

3.3. Compliance with laws

You must comply with all applicable laws and regulations of the countries in which operations are managed or services provided.

3.4. Human Rights

You are expected to treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all and foster an inclusive and ethical culture, in accordance with the relevant International Labour Organization (ILO) Conventions.

3.4.1. Child labour

You must ensure that child labor is not used in the performance of work. The term "child" refers to any person under the minimum legal age for employment where the work is performed, provided the legal age is consistent with the minimum working ages defined by the ILO.

3.4.2. Anti-Slavery and Human Trafficking Policy

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labor and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.

We have a zero-tolerance approach to modern slavery, and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or our Supply Chain.

Each of the Company's suppliers, contractors, representatives and consultants confirms that there is no modern slavery in their business when contracting with the Company. All suppliers, contractors, representatives and consultants are expected to then inform the Company if they subsequently become aware of any information which may indicate that modern slavery is occurring in their business or supply chain. They should also inform the Company of any positive changes they make to ensure there is no modern slavery in their business or supply chain.

When acting as a supplier to us for a program for end use by the U.S. Government, you will comply with the requirements for prohibiting human trafficking as set forth in U.S. Federal Acquisition Regulation, Section 52 222-50 and Executive Order 13627.

3.5. Employment Practices

3.5.1. Harassment

You are expected to ensure that your employees are afforded an employment environment that is free from physical, psychological and verbal harassment, or other abusive conduct.

3.5.2. Non-Discrimination

You are expected to provide equal employment opportunity to employees and applicants for employment without discrimination, consistent with all applicable regulations.

3.5.3. Wage and Benefits

You must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate. Deduction from wages as a disciplinary measure should not be permitted.

3.5.4. Free Association

You are expected to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal. You are also expected to recognize and respect any rights of workers to exercise lawful rights of free association with any labor association of their choosing.

3.6. Anti-Corruption

3.6.1. Anti-Corruption Laws and Regulations

You must comply with the anti-corruption laws, directives and regulations that govern operations in the countries in which you do business. When working with us, for us or on our behalf, this includes compliance with the Belgian Tax legislation and regulations and the U.S. Foreign Corrupt Practices Act, other applicable laws and regulations, and compliance with the Company's Anti-Bribery Compliance Policy.

3.6.2. Zero Tolerance Policy

The Company has a "zero tolerance" policy against corruption, whether done directly by Company employees or indirectly through our Supply Chain. For further information, see the Company's Anti-Bribery Compliance Policy, which is available upon request.

3.6.3. Illegal and Improper Payments or Benefits

Doing business the right way means never providing or receiving anything of value to obtain a business advantage or favorable treatment or exert undue influence, including offering, giving, asking for or taking any form of potential bribe or kickback. This prohibition extends to payments and gifts of cash or in kind, made directly or through others.

- A "*bribe*" is anything of value—including money, gifts, entertainment or favors—that could be seen as an attempt to receive favorable treatment.
- A "*kickback*" is the return of a sum paid or due to be paid as a reward for making or fostering business arrangements.
- "*Favorable treatment*" can often appear innocent, such as paying for a customer's attendance at or participation in a trade show. However, favorable treatment is illegal when offered in exchange for a gift, entertainment or favor.

You must not offer any potentially illegal payments to, or receive any potentially illegal payments from, any customer, supplier, their agents, representatives or others. This includes a prohibition on facilitation payments intended to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance, even in locations where such activity may not violate local law.

3.6.4. Due Diligence

You are expected to exert reasonable due diligence to monitor, prevent and, where necessary detect and address any potential corruption in all your business arrangements, including partnerships, joint ventures, offset agreements and the hiring of intermediaries such as agents or consultants.

3.6.5. Gifts/Business Courtesies

We and our Supply Chain must compete solely on the merits of our products and services. You must not try to influence a customer's decision to purchase from us or to otherwise gain an unfair competitive advantage by offering gifts, meals, travel expenses, entertainment or other business courtesies that exceed acceptable levels. Government agencies and companies have regulations prohibiting their employees' acceptance of items of value from contractors or suppliers. In any business relationship, you must ensure that: (i) the offering or receipt of any gift or business courtesy is permitted by applicable law and regulation, and (ii) these exchanges do not violate the rules and standards of the recipient's organization and are consistent with reasonable marketplace customs and practices. Although standard give-away items of a nominal value may be provided or accepted in appropriate situations, cash and cash equivalents (such as gift cards) are prohibited.

In engaging with the Company or engaging with third parties on behalf of the Company, you are required to act in accordance with the Business Entertainment provisions of the Company's Anti-Bribery Compliance Policy, including ensuring that you are not offering any gift or hospitality to our directors, officers or employees, which they are not permitted, under the policy, to accept.

3.6.6. Offers of Employment

Offers of employment to employees or representatives of our customers or end users, or their close relatives, could be viewed as an attempt to improperly influence decisions relating to our programs. Therefore, you should exercise caution in hiring activities in order to avoid the possibility of undue influence.

3.6.7. Fraud and Deception

You must not seek to gain any advantage of any kind by acting fraudulently, deceiving people or making false claims, or allow anyone else to do so. This includes defrauding or stealing from the Company, a customer or any third party, and any kind of misappropriation of property.

3.7. Competition and Anti-Trust

We compete fairly and within the law. As such, where you support us in doing business, you must comply with applicable competition laws (sometimes called "antitrust laws") of all applicable countries. These laws prohibit formal or informal understandings, agreements or arrangements among competitors that unfairly restrict competition. You must not fix prices, rig bids with your competitors or participate in a cartel. This includes a prohibition on exchanging current, recent or future pricing information with competitors.

In upholding these laws, any discussion - directly or indirectly - of prices, terms and conditions of sale, costs, marketing plans and other project related information, must be done in accordance with applicable law.

3.8. Insider Trading

You and your personnel must not use any material, non-publicly disclosed information obtained in the course of your business relationship with the Company as the basis for trading or for enabling others to trade in the stock or securities of any company.

3.9. Conflicts of Interest

You are expected to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest and provide notification to all affected parties in the event that an actual or potential conflict of interest arises. This includes a conflict between the interests of the Company and your or your employees' personal interests or the interests of your or their close relatives, friends or associates.

3.10. Maintain Accurate Records

You are expected to keep appropriate records to demonstrate compliance with this Code, as well as all applicable laws and regulations. This includes creating accurate records and not altering any record entry to conceal or misrepresent the underlying transaction represented by such records. Regardless of format, all records made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. Records should be retained based on applicable document retention requirements.

3.11. Information protection

3.11.1. Protection of Sensitive Information

The Company is committed to ensuring our intellectual property rights and those of our customers and business partners are protected to the full extent of the law and our contractual commitments. You must comply with all applicable laws and contractual requirements governing intellectual property rights assertions, including protection against disclosure, patents, copyrights and trademarks. We also require appropriate security measures to protect classified and other sensitive information. When working with the Company, you must take necessary steps to protect and safeguard intellectual property rights and sensitive information, including the following:

- **Proprietary Information** includes trade secrets, patents, trademarks, copyrights, business, marketing, financial, human resources, technical and administrative information not released to the public. Proprietary Information of, or provided by, the Company must be safeguarded by its Supply Chain. It cannot be shared with a third party without the Company's express written permission.
- **Classified Information** includes data and items that for reasons of national security must be safeguarded and maintained in accordance with applicable laws and regulations in support of a government program. To receive this information the Supply Chain facility must possess the appropriate government approved security clearance. It is important to remember that release of classified information to unauthorized persons will harm national security.

3.11.2. Use of Sensitive Information

You will properly handle sensitive information, including classified, proprietary and personal information. Such information should not be used for any purpose (e.g. advertisement, publicity and the like) other than the business purpose for which it was provided, unless there is prior authorization from the owner of the information. Unauthorized use or distribution of Proprietary Information or Classified Information through any means, including social media, violates this Code. It may also violate applicable law, as well as regulatory and contractual requirements.

3.11.3. Information Security

You must comply with applicable data privacy laws and must protect the confidential and proprietary information of others, including personal information, from unauthorized access, destruction, use, modification and disclosure, through appropriate physical and electronic security procedures. You are expected to take the necessary information security measures, for both computer systems and portable electronic devices, to protect against malware and unauthorized disclosure of any proprietary information and other program related information provided by the Company. If there is a suspicion that a possible data security breach has occurred, it is critical that such circumstance be immediately reported to the Company.

3.12. Marketing Materials and Interactions with the Media

The Company controls the release of any marketing materials, press releases or media interviews that include a reference to the Company, our affiliated companies, our customers, our end users or our cooperative activities with you. Any such release requires advanced approval by the Company.

3.13. Environment, Health and Safety

3.13.1. Environmental, Health and Safety Management

The Company is committed to the health and safety of its employees and others in its work environment. The same is expected of the Supply Chain.

You must comply with all applicable environmental, health and workplace safety laws and regulations. You are also expected to establish an appropriate management system for environmental, health and safety compliance.

3.13.2. Conservation of Natural Resources

You are expected to operate in a manner that actively manages risk, conserves natural resources and protects the environment in the communities within which you operate.

3.13.3. Protection of Employee Health and Safety

You should protect the health, safety and welfare of your employees, contractors, visitors and others who may be affected by your activities.

3.14. Global Trade Compliance

You must ensure that your business practices are in accordance with all applicable laws, directives and regulations governing the import and export of parts, components and technical data. You will provide truthful and accurate information relating to import and export authorization processes and obtain import and export licenses and/or approvals where necessary.

Export and import laws apply to hardware as well as technology, software and technical information.

3.15. Responsible Sourcing of Minerals

You must comply with applicable laws and regulations regarding “Conflict Minerals”, which include tin, tungsten, tantalum and gold. Additionally, you should establish a policy to reasonably assure that any tin, tungsten, tantalum and gold which may be contained in the products you manufacture do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses. You should exercise, as may be directed by law or industry practice, due diligence on the source and chain of custody of these minerals and require the same from your next tier suppliers.

3.16. Counterfeit Parts

Company's customers require to use only authorized and authentic parts and components that are manufactured in accordance with applicable standards and specifications.

You are expected to develop, implement and maintain effective methods and processes appropriate to your products to minimize the risk of introducing counterfeit parts and materials into products to be delivered to us. In addition, you will provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

3.17. Government Procurement

3.17.1. Compliance with Government Contracting Regulations

Governments are the largest user of the Company's goods and services, so it is crucial that its Supply Chain comply with the laws and regulations relating to government contracting in the countries in which this Supply Chain is supporting the Company's projects.

3.17.2. Source Selection Information

In working with the Company in any government procurement process, the Supply Chain will not improperly obtain, use or disclose government source selection or proprietary information. You will not ask officials to disclose the proprietary information of any competitors, nor will you improperly ask for source selection material - the material the government has developed to evaluate competing bids. In addition, you will take precautions not to share any of our proprietary information or other program related information without permission of the Company.

3.17.3. Lobbying

Members of the Supply Chain are not authorized, directly or through others, to engage in lobbying activities designed to influence government policies, or the award or administration of government contracts, on the Company's behalf or on behalf of its projects without prior approval by the Company.

3.18. Ethics Program Expectations

3.18.1. Whistleblower Protection and Non-Retaliation

You are expected to provide your employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. You are also expected to take action to prevent, detect and correct any retaliatory actions. Company policy prohibits retaliation against any person making a good faith effort to report possible violations of the principles in this Code.

3.18.2. Consequences for Violating the Code

In the event that the expectations of this Code are not met, the business relationship may be reviewed and corrective action pursued subject to the terms of the related procurement contracts.

3.18.3. Ethics Policies

Commensurate with the size and nature of your business, you are expected to establish management systems to support compliance with laws and regulations, as well as the expectations expressed within this Code. You are encouraged to implement your own written code of conduct and to flow down those principles to the entities that furnish you with goods and services. We expect you to maintain effective programs to encourage your employees to make ethical, values-driven choices in your business dealings - beyond compliance with laws, regulations and contract requirements.

3.19. Reporting Concerns

3.19.1. Self-Monitoring and Reporting

Members of the Supply Chain are expected to self-monitor their compliance with this Code and promptly report any integrity concern involving or affecting the Company, whether or not the concern involves their company. When requested, you are expected to assist the Company in investigating concerns.

3.19.2. Reporting Point of Contact

Prompt reporting is crucial. Concerns may be raised by contacting the Company's Chief Financial Officer at: Rue du Moulin de Marvis 38, B-7500 Tournai, Belgium.

3.20. Right to Audit

Best practices require the Company's Supply Chain to keep appropriate records to demonstrate their compliance with this Code, as well as all applicable laws and regulations.

The Company reserves the right to periodically, and/or in response to specific concerns, review your business practices to ensure the compliance with this Code. Members of the Supply Chain are expected to comply with these reasonable inquiries related to their work for the Company and cooperate with audits and investigations.