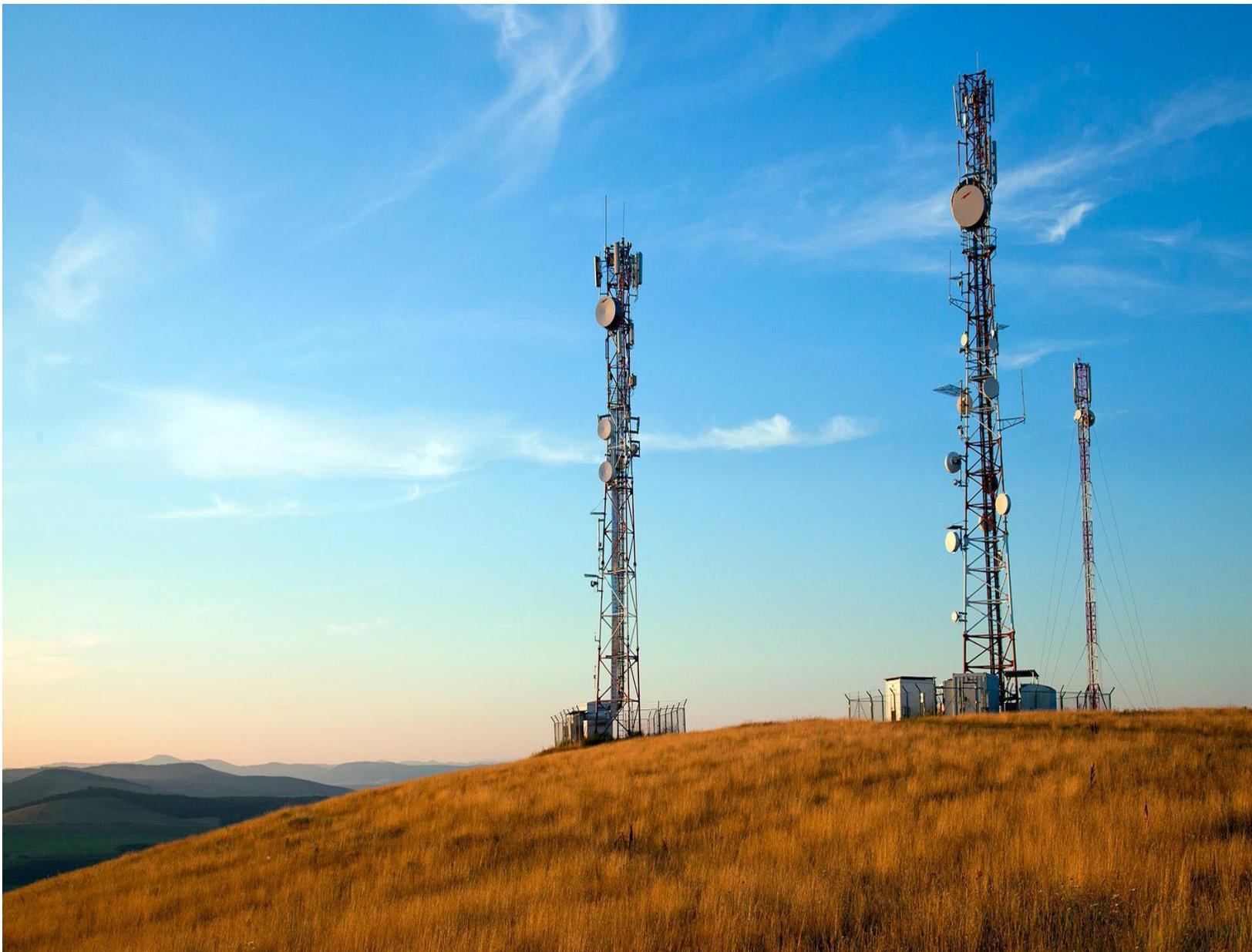




# Supplier Code of Conduct

February 2020



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Subex Supplier Code of Conduct Document.

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# 1 Introduction

Subex is strongly committed and demonstrates the highest standards of ethical conduct while dealing with its suppliers. This Subex Supplier Code of Conduct (SCOC) establishes the standards and compliances required for conducting business with Subex. The SCOC is created with an aim of clearly stating the expectations from supplier in all dealings with Subex such as empanelment, procurement, services, etc. Subex requires its Suppliers to act with transparency, accountability and in accordance with the principles of this SCOC pertaining to labor and human rights, environment protection, health and safety, antibribery, anticorruption and ethical management practices.

Supplier is required to maintain adequate documentation in order to ensure compliance with SCOC, Subex may regularly assess its supplier's practices and documentation and expects its supplier's to cooperate in such assessment. Any violation will likely negatively impact the business relationship between the supplier and Subex and may lead to consequences up to and including termination of the relationship.

It is expected that all Suppliers must review our Code of Business Conduct and Subex's Anti-Corruption Policy, and uphold the principles given under the Code of Business Conduct and Anti-Corruption Policy. Copies of our Code of Business Conduct and Anti-Corruption Policy are available on our website at <https://www.subex.com/pdf/investors/Corporate-Governance/CodeofConductForSubexians.pdf> and <https://www.subex.com/privacy-policy/#anti-bribery-policy>.

## 2 Applicability

This SCOC is applicable to all Suppliers (including their employees, directors or agents) their affiliates, partners, relationship managers, agents, subcontractors, consultants, contractors, joint venture partners or any other third parties who engage in any business relationship with Subex or on behalf of Subex.

## **3 Human Rights**

### **3.1 Humane Treatment**

There is to be no harsh and inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

### **3.2 Wages and Benefits**

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.

### **3.3 Working hours**

Studies of business practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Workweeks are not to exceed the maximum set by local law. Further, a workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off every seven days.

### **3.4 Freedom of Association**

In conformance with local law, participants shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

### 3.5 Forced or involuntary Labor

Forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery or trafficking of persons shall not be used. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities. As part of the hiring process, workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment prior to the worker departing from his or her country of origin. All work must be voluntary and workers shall be free to leave work at any time or terminate their employment. Employers and agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to employees' identity or immigration documents, such as government-issued identification, passports or work permits, unless the holding of work permits is required by law. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

### 3.6 Young Workers

Child labor is not to be used in any stage of manufacturing. The term "child" refers to any person under the age of 14, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Supplier shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Supplier shall provide appropriate support and training to all student workers. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

## 4 Health Safety & Environment

### 4.1 Health & Safety

The Supplier shall adhere to the following Health and Safety standards and processes:

- **Occupational Safety:** Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment and educational materials about risks to them associated with these hazards. Workers shall be encouraged to raise safety concerns.
- **Emergency Preparedness:** Potential emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment and property.
- **Occupational Injury and Illness:** Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness including provisions to: encourage worker reporting; classify and record injury and illness cases; provide necessary medical treatment; investigate cases and implement corrective actions to eliminate their causes; and facilitate return of workers to work.
- **Industrial Hygiene:** Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.
- **Physically Demanding Work:** Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.
- **Machine Safeguarding:** Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- **Sanitation, Food, and Housing:** Workers are to be provided with ready access to clean toilet facilities, Sanitation facilities, potable water and sanitary food preparation, storage, and eating facilities, at least to the extent required by applicable law. Worker dormitories provided by the Supplier or a labor agent are

to be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate heat and ventilation, and reasonable personal space along with reasonable entry and exit privileges.

- **Health and Safety Communication:** Supplier shall provide workers with appropriate workplace health and safety training in their primary language. Health and safety related information shall be clearly posted in the facility.

## 4.2 Environment Protection

Suppliers are expected to contribute to environment protection and preservation and be responsible for conducting safe and environment friendly operations. Suppliers must comply with applicable environment and related laws, regulations and standards such as requirements regarding chemical and waste management and disposal, recycling, industrial wastewater treatment and discharge, air emissions controls, environmental permits environmental reporting and any requirements specific to products or services being provided.

## 5 Business Integrity

### 5.1 Anti-Corruption

To meet social responsibilities and to achieve success in the marketplace, Suppliers must upload the highest standards of ethics including:

- **Business Integrity:** The highest standards of integrity are to be upheld in all business interactions. Suppliers shall have a zero tolerance policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement. All business dealings should be transparently performed and accurately reflected on Supplier's business books and records. Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws. Supplier shall not:
  - offer or accept bribe, offer or accept any kickbacks, or violate any applicable anti-bribery laws and regulations or offer any gift or hospitality to obtain business advantage
  - enter into a financial or any other relationship with an employee of Subex which may create any conflict of interest or take advantage of any such connections or any political/influential connections to obtain business opportunity with Subex.
  
- **No Improper Advantage:** Bribes or other means of obtaining undue or improper advantage are not to be promised, offered, authorized, given or accepted. This prohibition covers promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage.

### 5.2 Non-discrimination

Suppliers will be committed to a workforce free of harassment and unlawful discrimination. Suppliers shall not engage in discrimination based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training. Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers should not be subjected to medical tests or physical exams that could be used in a discriminatory way.

## **5.3 Information disclosure**

Supplier shall accurately record information regarding its business activities, labor, health and safety, and environmental practices and shall disclose such information, without misrepresentation, to all appropriate parties and governmental or regulatory agencies.

## **5.4 Intellectual property protection**

Supplier shall ensure to respect and safeguard t Subex and its customer's information and intellectual property rights of Subex, its customers and third parties. Supplier shall also ensure that is does not infringe any intellectual property of Subex which come to its knowledge during the course of its business dealings with Subex.

## **5.5 Representation**

Suppliers shall provide honest and accurate information regarding their organization, its qualifications, experience and capabilities. If requested, Suppliers shall also provide references of previous work undertaken.

## **5.6 Conflict of Interest**

Suppliers are expected to avoid situations that can lead to even the appearance of a conflict. Conflicts of interest can undermine the trust others place on the Suppliers and proactively address any situations of potential conflict with Subex and its employees

## **5.7 Confidentiality**

Suppliers must protect business and personal information of a confidential nature obtained as a result of existing and potential business relationship and must not share such information with unauthorized persons in any manner. The confidential information includes any employee information, personal data, third party information, information related to customers of Subex.

## 5.8 DATA PRIVACY AND INFORMATION SECURITY

Subex strictly complies with all applicable data protection laws and contractual requirements and uphold highest data protection standards with respect to all Supplier data and Personally Identifiable Information (PII) (as defined under GDPR). Subex also expect all Suppliers to adhere to similar standards and comply with obligations under applicable data protection laws and contractual requirements. Suppliers are expected to ensure adequate measures are implemented to address technical and organizational security measures, data access rights, transfer of data and retention of data, while processing personal data of Subex or its customers, which is controlled managed or processed by such Supplier.

In case of any breach or suspected breach of data privacy, Supplier shall inform DPO of Subex about such breach/suspected breach as soon as such breach/suspected breach comes to the knowledge of Supplier but not later than 12 hours of discovery of the same on [GDPR.DPO@subex.com](mailto:GDPR.DPO@subex.com) and must fully cooperate in any investigation in this regard.

## 5.9 Management System

Subex holds its suppliers accountable to this SCOC and all of its standards. Supplier shall maintain a management system that facilitates compliance with this Code and the law, identifies and mitigates related operational risks, and facilitates continuous improvement.

## 5.10 Accountability

Supplier shall identify company representatives responsible for ensuring implementation and periodic review of its management systems

As a condition of doing business with Subex, the Supplier must comply with all applicable laws and regulations and in particular comply with this SCOC in letter and spirit

The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this SCOC, and allow access to Subex to conduct audit upon request with reasonable notice.

The Supplier must immediately notify Subex in case of any breach or suspected breach of this SCOC Subex Code of Conduct or the Subex Anti bribery Policy or any applicable law, by the Supplier relating to its business association with Subex at [Purchase@subex.com](mailto:Purchase@subex.com).

## 5.11 Risk Management

Supplier shall establish a process to:

- Identify labor and human rights, health and safety, environmental, business ethics, and legal compliance risks associated with its operations.
- Identify significance of each risk.
- Take appropriate actions to control the identified risks.

## 5.12 Audits and Assessments

At Subex, our endeavor is to create open and transparent communication environment. Suppliers are encouraged to raise concerns with respect to any suspected violations of this Code or any other specific concern arising out of their business relationship to their primary Subex contact or @ [Purchase@subex.com](mailto:Purchase@subex.com) .