

Supplier Code of Conduct

HellermannTyton is committed to integrity in business as a fair, honest, ethical, and responsible company. HellermannTyton expects its suppliers, contractors, consultants, and any third parties or intermediaries who supply products or perform services for or act on our behalf (collectively "Suppliers") to have these same values. Compliance with this Supplier Code of Conduct ("Code") is mandatory and we reserve the right in our sole and absolute discretion to immediately terminate our business relationship with any Supplier who is in breach of, or we reasonably believe to be in breach of, this Code. HellermannTyton may also take any other action deemed appropriate under the circumstances and applicable law. HellermannTyton reserves the right to change the requirements of this Code based on changes in law or changes in the HellermannTyton compliance program.

1. Other Agreements with HellermannTyton

This Code supplements HellermannTyton's Terms and Conditions of Purchase and other agreements with HellermannTyton, but is not meant to supersede them. In the event of conflict between the terms of this Code and other agreements with HellermannTyton, such other agreements prevail.

2. Applicable Laws, Regulations, and Policies

In general, Suppliers are expected to comply with all the applicable national and international laws, regulations, and HellermannTyton policies that apply to their line of business, wherever business is conducted. However, if this Code establishes a standard of legal or business conduct that is higher than local legal or business-ethics requirements, this Code will always apply to Suppliers that desire to do business with HellermannTyton. Suppliers must be honest, direct, and truthful in discussions with regulatory agency representatives and government officials.

3. Human Rights

Suppliers agree to comply with applicable human rights laws, including those relating to slavery and human trafficking, in all business locations. Further, neither suppliers nor their suppliers will use or tolerate forced or involuntary labour, including slavery and human trafficking, or any type of child labour that falls to comply with applicable laws and regulations, including, but not limited to, the International Labour Organisation's Conventions 182 (prohibiting the worst forms of child labour) and 138 (setting minimum working age standards).

Suppliers agree not to charge their employees excessive fees related to recruitment, accommodations, or travel (particularly related to trans-border migration). Suppliers agree not to confiscate their employees' Identity documents or passports. Suppliers shall protect the freedom of association and right of collective bargaining to all its employees to the extent permitted by local laws of the country.

4. Labour Practices

When hiring, Suppliers agree to recruit, select, and develop employees based on merit, without regard to race, colour, religion, gender, age, national origin, sexual orientation, gender identity, marital status, veteran status, disability, or any other characteristic protected by law. Suppliers will respect local laws on minimum wages, work hours, and working conditions, and will provide their work force with reasonable periods of rest and leave for illnesses and emergencies.

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).

5. Support a Safe and Healthy Workplace

The health and safety of its employees is a HellermannTyton core value, and that value extends to the employees of its Suppliers. Thus, Suppliers agree to follow all applicable health and safety laws, regulations, and policies at all of their work locations. Suppliers agree to have zero tolerance for violence or weapons in the workplace, and to prohibit any employee from working under the influence of alcohol, drugs, or medication that may diminish an employee's ability to perform his/her job safely. There should be no harsh or inhumane treatment of employees of any kind, including but not limited to corporal punishment, mental or physical coercion, verbal abuse, sexual abuse, or the threat thereof.

6. Avoid Conflicts of Interest

Suppliers will not, without proper disclosure and authorisation from HellermannTyton, allow HellermannTyton employees to accept personal services, payments or loans, or knowingly allow a HellermannTyton employee's close family member to work for the Supplier in a capacity that may affect the HellermannTyton employee's decisions at HellermannTyton. In addition, Suppliers agree not to provide confidential information regarding their company to HellermannTyton employees, unless with proper prior approvals by both the Supplier and HellermannTyton.

7. Avoid Improper Gifts and Gratuities

All HellermannTyton employees must abide by our Gift and Entertainment Policy. If a Supplier ever provides gifts or gratuities to HellermannTyton employees, they must never be in cash (or cash equivalents), must not have a value that exceeds US\$50 (or such other amount as updated from time to time or that is approved by HellermannTyton at the location where there is business with HellermannTyton), and must be infrequent. Business-related entertainment or social contact may be appropriate only if it is infrequent and not lavish.

8. Compete Fairly

Everyone benefits from fair, free and open markets, and HellermannTyton works to outperform its competition fairly and honestly. Suppliers agree to compete strictly on the merits of their products and services and make no attempts to restrain or limit trade in violation of applicable antitrust or competition laws. Suppliers must comply with all applicable national and international antitrust, trade regulation, and competition laws.

9. Comply with Trade Restrictions & Controls

Suppliers agree to comply with the applicable legal licensing requirements and restrictions on exports and trade dealings, including bans on exports to a prohibited country, bans on imports from, or dealings in property originating in, a sanctioned country, travel to or from a sanctioned country, investments in a sanctioned country, or financial transactions and dealings involving a sanctioned country or designated individuals and entities.

In addition, Suppliers agree to the responsible sourcing of raw materials and agree to comply with regulations that may apply to their business regarding the exploitation and trade of minerals originating in conflict affected and high risk areas such as the Democratic Republic of the Congo and adjoining countries (including reporting the existence of conflict minerals in its products to HellermannTyton when requested).

10. Respect and Protect the Environment

Suppliers agree to join HellermannTyton in our dedication to the protection of human health, natural resources, and the global environment, not only by complying with the law, but also by integrating sound environmental practices into their business decisions. Supplier's systems should tend to restore and preserve the environment, reduce waste, greenhouse gas emissions and pollutants, conserve natural resources, and recycle materials at every stage of the product life cycle. Suppliers agree to support the elimination of materials and methods that

pose environmental and health risks (or hazards) and agree to work to minimize the impact of their operations and that of their suppliers on the environment. Also, Supplier management systems should continually assess and seek to reduce the adverse impact of their facilities and products on the environment and on the communities in which their company operates.

Suppliers will produce declarations of compliance when HellermannTyton requests for all national and international substance control regulations and directives, including, but not limited to, California Proposition 65, EU RoHS, and EU REACH. At the time of delivery, Supplier shall identify in a Material Data Safety Sheet or other written statement all hazardous or toxic substances (as those terms are defined in any applicable laws) contained in any products, to the extent required by applicable law. With the exception of such hazardous or toxic substances so identified, Suppliers warrant that at the time of delivery by Suppliers to HellermannTyton each product contains no hazardous or toxic substances.

Suppliers will ensure that their product and packaging requirements include proper environmental compliance labelling and that they will obtain and maintain all required environmental permits and registrations and follow the operational and reporting requirements of such permits.

11. Data Processing

As between Suppliers and HellermannTyton, unless otherwise agreed, HellermannTyton is the controller of any relevant personal data and Supplier processes such personal data on HellermannTyton's behalf.

HellermannTyton and Supplier shall be separately responsible for complying with those statutory data protection obligations applicable to them. If and to the extent Supplier is required to process personal data while supplying the goods or services, it acknowledges and agrees that it shall:

- process the personal data only on the documented written instructions from HellermannTyton;
- ensure that persons authorised to process the personal data have committed themselves to confidentiality;
- implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the processing;
- only engage sub-processors with the specific or general authorisation of HellermannTyton in which case Supplier shall engage such sub-processors under substantively similar terms to those set out in this Clause 11;
- put in place appropriate technical and organisational measures to assist HellermannTyton to respond to requests from data subjects;
- assist HellermannTyton in complying with HellermannTyton's obligations in relation to, as applicable, data protection impact assessments, data breach notifications to relevant supervisory authorities and any related communications to data subjects;
- at the choice of HellermannTyton, delete or return all the personal data to HellermannTyton after the end of the provision of processing services, unless required by law to store copies of the personal data;
- make available to HellermannTyton all information necessary to demonstrate compliance with its obligations under relevant data protection legislation including allowing for and contributing to audits related to Supplier's processing of personal data; and
- where required by HellermannTyton, enter into a binding written agreement to reflect and supplement the provisions in this Clause 11.

12. Anti-Bribery

Suppliers agree to comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and other applicable anti-corruption laws wherever they do business. Neither Suppliers nor any of their suppliers, subcontractors or agents will directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any government official to obtain or retain any contract, business opportunity or other benefit, or to

influence any act or decision of that person in his/her official capacity. Suppliers agree to have reasonable procedures to inform and train their employees so as to promote compliance with these laws.

13. Reporting Commitment

To ensure that HellermannTyton continuously applies our Code of Ethical Business Conduct and maintains the highest ethical standards, it encourages our employees and suppliers to report any activity of which they have knowledge that suggests a violation of the law, our Code of Ethical Business Conduct, or that is inconsistent with ethical business practices. Suppliers and their employees may report concerns or violations to any of the following, as appropriate:

- The HellermannTyton Buyer that is the primary contact
- The HellermannTyton Legal Staff for the region in which Supplier is located
- The whistle-blowing line at <https://driveline.aptiv.com>. This is a channel to notify the company, on an anonymous basis if requested, and subject to local law, about concerns regarding ethics and compliance at HellermannTyton. It is operated by an independent company.

Please Note, We Do Not Retaliate. A Supplier that in good faith raises a concern or reports misconduct is doing the right thing. HellermannTyton will not tolerate retaliation against that Supplier.

Likewise, HellermannTyton expects Suppliers to inform HellermannTyton in case of any violation of this Code relating to goods or services provided to HellermannTyton. This report can be made to any of the above resources.

14. Management Processes

Suppliers agree to have management processes that:

- (a) Ensure that management is accountable for compliance, perform audits to HellermannTyton's Code and agreements with HellermannTyton, and comply with laws and regulations that apply to their activities.
- (b) Require risk assessments and implement risk management systems to mitigate the environmental, health and safety, and labour practice risks related to their activities. Supplier shall provide supporting documentation when requested by HellermannTyton.
- (c) Ensure the integrity of financial reports and information in accordance with applicable generally accepted standards.
- (d) Provide for communication channels that allow employees to report concerns or unethical practices within Supplier's organisation.
- (e) Design and oversee policies for the ethical conduct of business within their organisation, including without limitation for gifts and gratuities, conflicts of interest, policies against commercial bribery or bribery of government officials, respect of intellectual property, and others.
- (f) Cascade the requirements of this Code down to their suppliers, and require them to cascade down to their supply chain. Suppliers should apply the same obligations to the contractors working on their production sites, including labour agencies.
- (g) Promote the well-being of the communities in which business is done.

15. Right to Audit

HellermannTyton reserves the right to audit Supplier premises to confirm compliance with this Code.