

Colt Partner Code of Conduct 2020

Colt is committed to the highest possible standard of corporate governance and responsibility. Our policy is not merely to comply with the letter of laws or regulations, but rather to instill and maintain a true culture of compliance wherever we do business. In consequence, Colt expects that all Partners (including their sub-partners and affiliates) will embrace the letter and spirit of its commitment to integrity.

This Partner code of conduct incorporates the same standards of ethical conduct and integrity as the Colt internal Code of Business Conduct. Partners are requested to adhere to this Code and to remain mindful that their activities may have an influence on Colt's reputation and relationship of trust with customers, employees, shareholders and stakeholders. We expect that the utmost of care is taken to protect these assets.

Application

Partners shall ensure that all their representatives (including employees, sub-partners, suppliers and sub-contractors, affiliates, collectively referred to as "the Partner") conduct business with and/or on behalf of Colt in accordance with this Partner Code of Conduct.

Compliance with the Law and Regulations

The Partner has an unqualified responsibility to comply with all applicable laws and regulations. The specific areas of compliance highlighted for attention in this document shall not be considered fully definitive.

Anti-Bribery – Kickbacks, Bribes and Payoffs

Partners must comply with anti-bribery legislation and avoid all forms of corruption. Partners must not offer or accept anything of value to secure an improper advantage or benefit. The Partner shall not offer or accept, either directly or indirectly, kickbacks, bribes or payoffs in cash or any other form. It does not matter that a prohibited payment may be demanded by a public official, the prohibited payment still may not be made. Any incident of such a claim being made on an Partner with regard to the business they are doing, or hoping to do, with Colt must be reported. Facilitation payments, paid to speed up the performance of a function or activity to which the payer is legally entitled (e.g. releasing goods held in customs, issuing permits), are prohibited unless permitted under the local legislation of the country in which they are made and received. We do not authorize any person to make facilitation payments on our behalf and we seek to ensure that our Partners and other intermediaries do not make facilitation payments on our behalf. If you have doubts about a payment and suspect that it might be considered a facilitation payment, only make the payment if the official or third party can provide a formal receipt or written confirmation of its legality. If you are in any doubt whether a payment can be made, consult the Corporate Compliance Committee below.

Record Keeping - Accuracy and Retention

The Partner shall ensure that all business records pertaining to Colt are retained for the period required by law, and that they accurately, fairly and completely reflect all business transactions. Disposal of records shall be performed in accordance with the law and with adequate attention to the confidentiality of the information concerned.

Data Protection

For all cases partners shall ensure compliance with all obligations under any privacy and data protection laws and regulations and more particularly in accordance with the Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation) and/or any and all applicable local data protection laws and regulations. In accordance with the GDPR, Colt in its role of Data Controller informs the Partner and the Partner agrees in its role of Data Processor to process Personal Data according to the following requirements:

1. Process Personal Data only on documented instructions from Colt, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by European Union or Member State law. In such case, the partner will inform and get Colt's approval of that legal requirement before processing.

2. Take all security and IT measures required in accordance with good industry practice and by Data Protection Law relating to data security (including pursuant to Article 32 of the GDPR) , for the fulfilment of Colt's obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Law (including Chapter III of the GDPR). Such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected.
3. Ensure that persons authorized to process Colt's personal data are under an appropriate statutory obligation of confidentiality and have committed themselves to confidentiality, even after its relationship with Colt has ended
4. Ensure that persons authorized to process Colt's personal data have received sufficient and adequate training on personal data protection, their involvement is strictly necessary for said purposes and will process Colt's personal data in compliance with Colt's instructions.
5. Once the Services have been performed, Colt's personal data shall be deleted once the provision of Services has ended. Upon destruction, the partner must certify in writing the deletion and provide Colt with the certificate.
6. Ensure the personal data you collect is relevant and only what you need, no more and you don't collect personal data without providing clear information to all subjects regarding how you process their personal data in accordance with Section 6 and 7 of the GDPR.
7. Assist Colt in ensuring compliance with data security, Personal Data Breach, data protection impact assessments, and engaging in other consultations, pursuant to Data Protection Law (including Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the Partner).
8. Make available to Colt all information necessary to demonstrate compliance with Data Protection Law (including the obligations laid down in Article 28 of the GDPR) and allow for and contribute to audits, including inspections, conducted by Colt or another auditor mandated by Colt.
9. Immediately inform Colt without undue delay, and no later than 24 hours, upon becoming aware of a Personal Data Breach.
10. Take appropriate insurance coverage for data breach, privacy and cybersecurity liability.

Confidential Information

The Partner shall not utilize or disclose Colt confidential information and vice versa. This includes, but is not limited to, customer information, supplier information, Colt affiliate information, knowledge of business plans or projections, sales or marketing programs, customer lists, significant legal or regulatory action or strategy, new products, pricing changes, changes in senior management, divestitures or mergers and acquisitions.

Government, Media and Investor Relations

The Partner shall not instigate any form of publicity or make any statement or submission to investors, the media or government referring to Colt without first obtaining prior written permission from Colt (except where required by government or under the law, in which case the Partner shall inform Colt, before making such a statement if the law allows the Partner to do so, that they are required by government or law to make such a statement). The Partner may submit any such request to its primary contact at Colt to be directed for appropriate authorization.

Fair Competition

Colt believes in vigorous yet fair competition and supports the development of appropriate competition laws.

Insider Trading

The Partner shall ensure that any unpublished, inside information it is party to regarding Colt is not used to either engage in or support insider trading (which is the use of material non-public information to attempt to profit through dealing in securities).

Gifts and Hospitality

The Partner shall not offer gifts in the form of cash, cash equivalent gifts, vouchers, or other negotiable funds, nor shall it offer gifts or gratuities to any individual that have a value of more than €150 (or equivalent, and €50 or

equivalent in the case of a government-related supplier) per calendar year. Colt permits Partners to accept gifts of modest value or reasonable business-related hospitality (e.g. dining or attending sports or social events). However the acceptance of gifts or hospitality must never be understood to imply that a benefit will be awarded to the Partner or to Colt. If a gift is considered to breach the above thresholds and it is considered inappropriate to return it e.g. for cultural reasons, it will be used for charitable purposes as part of the Colt's Corporate Social Responsibility (CSR) activity.

Security, Health and Safety

Elements of Colt's business are ISO 27001 certified and Colt expects the Partner to operate in line with this standard. In general, the Partner shall ensure that it adheres to Colt's policy and procedures on security, health and safety whilst in attendance at Colt's or its customers' sites, and in accessing Colt's systems or information.

Promoting Sustainable Development

Colt recognizes the important role that business, particularly the information communication and technology sector, has to play in driving growth in the global marketplace. Colt believes that business must accept the responsibility to ensure that growth is achieved in a sustainable manner, promoting socio-economic development to try to tackle poverty whilst protecting and enhancing quality of life and avoiding detrimental impacts on any part of the global population or environment.

Colt looks to its relationship with its Partners as a key area through which to secure sustainability and requires the Partner to take these issues seriously by abiding by relevant international, European or national standards or commitments and being able to prove its sustainability credentials if asked.

Employment Practices

The Partner shall respect the UN Universal Declaration of Human Rights and ILO Conventions and comply with national human rights and employment legislation. As a minimum, the Partner shall uphold the following standards in its own organization and work to do so within its supply chain:

- Provide a safe working environment for staff, sub-partners and sub-contractors
- Avoid use of slaves, forced or bonded labor and child labor. In particular the Partner should confirm which steps it has taken to ensure that slavery and human trafficking are not taking place in any part of its business or its supply chain. The Partner shall also, if required to do so under the Modern Slavery Act, provide a statement in that respect.
- Validate that all employees and the employees of sub-contractors and sub-partners have the legal right to work in the country where services are performed
- Support fair labor practices, including the right to belong to a trade union, the payment of at least the legal minimum wage where such exists and a fair living wage where it does not
- Ensure respect for the dignity of individuals at work and zero tolerance for the harassment of individuals in any form and for any reason
- Provide a confidential and secure mechanism for employees to raise grievances
- Avoid discrimination against employees or potential employees on the basis of their race, color, nationality, ethnic origin, caste, gender, gender reassignment status, marital status, disability, age, religion, belief, membership or non-membership of a trade union or sexual orientation. Issues of disability should only be considered against the particular requirements of the job.

Environmental Practice

Colt prefers to work with Partners who have a clear environmental policy and targets, and who can demonstrate a commitment to environmental protection going well beyond the minimum standards set by environmental legislation and EU directives.

The Partner shall act responsibly towards the environment and provide data on the environment footprint of their production processes and their products and services upon request. The Partner is encouraged to adopt the principle

of continuous improvement in regards to the environment sustainability of its products. Colt is keen to learn about relevant developments from the Partner and to share experience in this area.

Reporting Breaches of this Code

The Partner is expected to self-monitor its compliance with this Code. In the first instance, known or potential breaches should be reported to the Partner's Colt contact. Upon Colt's request, the Partner will grant access to its records and a right to audit to get full comfort that the Partner adheres to the provisions of this Code.

If the Partner believes that is inappropriate to raise a concern to its Colt contact, it may report it directly to the Colt Corporate Compliance Committee, which assesses matters of legal and regulatory compliance and proper business conduct. The Corporate Compliance Committee can be contacted:

- By emailing CorporateComplianceCommittee@colt.net
- By writing to The Corporate Compliance Committee, c/o The Company Secretary, Colt Technology Services Group Limited, Colt House, 20 Great Eastern Street, London, EC2A 3EH.