

# Colt Partner Code of Conduct 2023

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 after appropriate legal advice, if possible, 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, "GDPR") and/or any and all applicable local data protection laws and regulations. The words in capitalized letters will have the same meaning as defined in the GDPR.

1. Unless otherwise agreed in writing, any Personal Data processed by either Party in connection with this Agreement, such as the Personal Data of the signatories of the Order Form and any contact persons or other Personal Data provided by the Customer and Colt to execute the Contract shall be treated as Personal Data. The Parties will respectively each be a Data Controller in respect of such processing.

2. Each Party shall comply with the requirements of data protection laws in respect of the provision of the services and otherwise in connection with this Agreement (including without limitation, by implementing and maintaining at all times all appropriate security measures in relation to the processing of Personal Data and by maintaining a record of all processing activities carried out under this Agreement) and shall not knowingly do anything or permit anything to be done which might lead to a breach by the other party of Data Protection Laws.

3. The legal basis for processing Personal Data shall be the legitimate interests of both parties to perform the contracted services. Colt as Data Controller will hold and process Personal Data for the purposes of maintaining and managing the contractual relationship with the Partner, including the performance of quality controls and the provision of training where appropriate. The Partner acknowledges that Colt may process the data as outlined in Colt's data privacy statement, currently at <https://www.colt.net/data-privacy-statement/>, and may transfer Contact Information to Colt's Affiliates as listed on <http://www.colt.net/legal/>, and third parties in the terms stated above, some of which are located outside the European Union in a country where no decision has been taken by the European Commission that it ensures an adequate level of protection for Personal Data. Colt may transfer personal data or makes personal data accessible to its subsidiaries (<https://www.colt.net/legal/>), subcontractors or otherwise located within or outside of the EEA or UK for the provision of the services. Colt transfers the Personal Data in compliance with data protection laws and with EDPB Recommendations 01/2020 on measures that supplement transfer tools to ensure compliance with the EU level of protection of Personal Data. The transfers within Colt Group are carried out by means of its Binding Corporate Rules (BCRs). The transfers outside of Colt Group are carried out on the basis of an adequacy decision of the European Union or, failing that, on the basis of appropriate safeguards as the Standard contractual clauses for international transfers to third countries and, where applicable, supplementary security measures.

4. Personal Data will be processed for the duration of the contract, exception made for Colt's obligations under Data Retention Laws or for the defence of legal claims.

5. Data Subjects may exercise their rights of access, rectification, objection, erasure, restriction of processing and data portability at any time, free of charge in writing via email to [gdpr@colt.net](mailto:gdpr@colt.net), with a copy of a document of identification, and outlining the right which they wish to exercise. In addition, Data Subjects can refer to Colt's Data Protection Officer at [dpo@colt.net](mailto:dpo@colt.net) for any query related to the processing of the referred Personal Data by Colt.

6. In the event that Colt has access to Personal Data of third parties related to the Partner, the Partner undertakes to have informed and obtained the consent of those third parties to have their data used by Colt for the purposes set out above and to inform them of their ability to exercise their rights.

7. Partners shall conduct direct marketing activities with regard to Colt products and process Personal Data for this purpose in accordance with applicable direct marketing and data protection laws. This includes conducting direct marketing activities and related processing of Personal Data only with a sufficient legal basis, including prior consent of the recipient, if legally required, providing all information required under applicable data protection law and efficiently proceed to unsubscribe customer Personal Data or delete Personal Data contact information if requested by the Customer according to Customer's privacy rights granted in the GDPR.

8. Data Subjects may also lodge a complaint with the relevant Supervisory Authority.

9. More information on the use and processing of Personal Data by Colt, is in the Colt's privacy policy available on Colt's website (currently at <https://www.colt.net/data-privacy-statement>).

The Partner will comply with all laws and regulations regarding the protection, transfer, access and storage of Personal Data.

### **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, price lists and pricing changes, costs or discounts, procurement, production, dispatch or sales, delivery or credit conditions, technology, marketing, changes in senior management, divestitures or mergers and acquisitions.

However, the exception to this would be in the event any such information is required to be disclosed to a regulator upon request (such as the Competition and Markets Authority in the UK, the European Commission in the EU, or a national competition authority in an EU member state). Colt shall accordingly be informed in the first instance in such event.

### **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. Colt expects Partners to understand and ensure their full compliance with these laws. Examples of problematic conduct can include:

1. agreements to fix prices, co-ordinate or rig bidding activities, allocate markets or customers, or limit product or sales of products; or
2. placing certain restrictions on to whom, where and at what price products are re-sold.

Partners must not share any competitively or commercially sensitive information pertaining to Colt with any other player in the market. This includes (but is not limited to) matters listed under 'Confidential Information' above.

Specifically, if the Partner is also common to a competitor of Colt, the Partner will implement an appropriate 'Chinese wall' policy and other appropriate safeguards to ensure that data of both parties is handled separately and that Colt's sensitive information is not shared, even inadvertently, with its competitors.

### **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, and
- 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 it 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 [EthicsCommittee@colt.net](mailto:EthicsCommittee@colt.net)
- By writing to The Ethics Committee, c/o The Company Secretary, Colt Technology Services Group Limited, Colt House, 20 Great Eastern Street, London, EC2A 3EH.