

Digitrace LTD

SUPPLIER CODE OF CONDUCT



General Disclaimer: The expectations set forth in this Code are not intended to conflict with or modify the terms and conditions of your contracts with Digitrace. If a contract requirement is more restrictive than this code, you must comply with the more restrictive contract requirement. By way of example only, for suppliers supporting U.S. Government contracts, the requirements of FAR 52.203-13, Contractor Code of Business Ethics and Conduct, also shall apply.

Overview

Digitrace Incorporated is committed to the highest standards of ethics and business conduct. As stated in our Code of Ethics and Business Code of Conduct, Digitrace expects a working environment based on mutual trust, integrity, honesty, and respect. Integrity and credibility are immeasurable corporate assets which are when lost almost impossible to regain. We are committed to a supply chain that makes Digitrace a respected and honored company in the industries we serve for our employees, customers, communities, and stakeholders.

Our suppliers are critical to our success and, in order to provide superior products and service in a responsible manner, Digitrace requires you to meet our expectations for ethics and compliance.

This supplier Code of Conduct (the “Code”) sets forth our expectations for each of our product and service suppliers, and aligns with the expectations we maintain for our own officers, employees and representatives. Digitrace, and our customers, understand and expect that our product and service suppliers will have their own internal code of ethics and conduct. This code is not intended to be an exhaustive list of

all ethical and business conduct requirements to be followed by suppliers.

You are responsible for ensuring that your officers, employees and representatives, and business partners understand and comply with the expectations set forth in this code.

I. Compliance with Laws

At a minimum, you must maintain full compliance with all laws and regulations applicable to the operation of your business and your relationship with Digitrace and Digitrace’s customers.

Suppliers must comply with all flowdown terms, conditions, and other provisions specified in the Digitrace Purchase Order.

Accuracy of Records and Submission

You must maintain books and records that accurately and completely reflect all transactions related to Digitrace business and each of your submissions to Digitrace, its customers, and regulatory authorities must be accurate and complete. You must never make any entry in your books or alter, conceal, or destroy any document to misrepresent any fact, circumstance, or transaction related to Digitrace business.

II. Human Rights

Child Labor

You must ensure that child labor is not used in performance of your work, whether or not related to Digitrace business. The term “child” refers to any person under the minimum legal age for employment where the work is performed.

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Human Trafficking

You must comply with laws and regulations prohibiting human trafficking. You must not engage in the use of forced labor, bonded labor, indentured labor, involuntary prison labor, slavery or trafficking in persons.

III. Employment Practices

Harassment

We expect our suppliers to ensure that employees may perform their work in an environment free from physical, psychological and verbal harassment, or other abusive conduct.

Non-Discrimination

You must treat your existing and prospective employees and business partners fairly, based only on merit and other factors related to your legitimate business interests, and without regard to race, religion, color, age, gender, gender identity or expression, sexual orientation, national origin, marital status, veteran status or disability.

Drug-Free Workplace

We expect our suppliers to maintain a workplace free from illegal drugs.

IV. Business Practices & Anti-Corruption

Competition on the Merits and Fair Play

You must compete strictly on the basis of the merits of your products and services.

You must not bribe in any amount, to anyone,

anywhere, for any reason whatsoever, whether on Digitrace's behalf, your behalf, or on the behalf of others. Accordingly, you must never offer, promise, authorize, or provide, directly or indirectly, anything of value (including business gifts or courtesies) with the intent or effect of inducing anyone (including a Digitrace customer, Digitrace employee, or higher tier or sub-tier supplier) to forego their duties and provide unfair business advantage to Digitrace, you, or others. This includes facilitating payments (e.g., payments to expedite or secure performance of a routine government action like obtaining a visa or customer clearance).

You must not engage in any anti-competitive conduct for any reason whatsoever, whether on Digitrace's behalf, your behalf, or on behalf of others. Accordingly, you must never rig bids, fix prices, or allocate customers or markets, or exchange Digitrace's or your competitively sensitive information (e.g. price, cost, output, etc) with Digitrace's competitors or your competitors. You must also refrain from abusing your market power, whether for your benefit or for the benefits of others, by refusing to deal, engage in predatory or discriminatory pricing practices, conditioning the sale or provision of a particular product or service with that of another product or service, or undertaking similar abusive tactics.

You must not engage in other deceptive or unfair market practices, whether on Digitrace's behalf, your behalf, or on behalf of others. Accordingly, you must never make misrepresentations regarding Digitrace's products or services, your product or services, or the product or services of others. Similarly, you must never denigrate Digitrace's competitors or your competitors, or their products or services.

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Government Procurement

You must take special care to comply with the unique and special rules that apply to contracting with the U.S. Government. If you support a Digitrace or Digitrace's customer contract with the U.S. Government, you must at all times follow the U.S. Government's rules for competing fairly, honor restrictions applying to U.S. Government employees (e.g. receipts of gifts and employment), deliver products and services that conform to specifications, laws and regulations, adhere to government accounting and pricing requirements, claim only allowable costs, ensure the accuracy of data submitted and comply with all other applicable U.S. Government requirements.

V. Conflicts of Interest

You must avoid all conflicts of interest or situations giving the appearance of a conflict of interest in your dealings with Digitrace. You must report to Digitrace any instances involving actual or apparent conflicts of interest between your interests and those of Digitrace, such as when one of your employees (or someone close to one of your employees) has a personal relationship with a Digitrace employee who can make decisions impacting your business, or when a Digitrace employee has an ownership or financial interest in your business.

VI. Information Protection

Confidentiality/Proprietary Information

You must respect the legitimate proprietary rights and intellectual property rights of Digitrace and others. You must take proper

care to protect sensitive information, including confidential, proprietary and personal information. You should not use such information for any purpose other than the business purpose for which it was provided, unless the owner of the information provided prior authorization.

Intellectual Property

We expect our suppliers to respect and comply with all the laws governing intellectual property rights, assertions, including protection against disclosure, patents, copyrights, and trademarks.

Information Security

Suppliers must protect the confidentiality and proprietary information of others, including personal information, from unauthorized access, destruction, use, modification and disclosure, through appropriate physical and electronic security procedures. Suppliers must comply with all applicable data privacy laws. Suppliers shall assure extension of this requirement to all sub-tier sources they employ.

VII. Quality & Environmental Health and Safety

Your products and services must be designed, produced, and delivered with paramount consideration being the safety and health of your employees and consumers. You must have in place quality assurance processes to detect, communicate to Digitrace and correct defects to ensure delivery of products and services that meet or exceed contractual quality, legal and regulatory requirements. All required inspection and testing operations must be completed properly by appropriately authorized

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and qualified individuals, and any required certifications must be completed accurately.

You must not only comply with all applicable environmental, health and safety laws, regulations and directives, but also conduct your operations in a manner that safeguards the environment, minimizes waste, emissions, energy consumption, and the use of materials of concern. You must assure a safe and health work environment for your employees, suppliers and customers.

VIII. International Trade Compliance

You must conduct business in strict compliance with all applicable laws and regulations governing (a) the export, re-export and retransfer of goods, technical data, software and services; (b) import of goods; (c) economic sanctions and embargoes; and (d) U.S. antiboycott requirements.

Conflict Minerals

We expect our suppliers to take steps to determine if their products contain conflict minerals (tin, tantalum, gold, and tungsten) and if so, implement a supply chain due diligence process to identify sources of these minerals and support efforts to eradicate the use of conflict minerals which directly or indirectly finance or benefit armed groups in the Democratic Republic of Congo or adjoining countries.

IX. Quality

Counterfeit Parts

We expect our suppliers to develop, implement, and maintain methods and processes appropriate to their products and services to minimize the risk of introducing counterfeit parts and materials into deliverable products. Effective processes should be in place to detect counterfeit parts and materials, and mark parts obsolete as appropriate.

X. Ethics Program Expectations

Ethics Policies

Commensurate with the size and nature of your business, you must have the management systems, tools and processes in place that (a) ensure compliance with applicable laws, regulations and the requirements set forth in this Code; (b) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in this Code; (c) facilitate the timely discovery, investigation disclosure (to Digitrace and others, as appropriate) and implementation of corrective actions for violations of law, regulations or the expectations set forth in this Code; and (d) provide training to your employees on compliance requirements, including the expectations set forth in the Code.

Business Partners

If your contract with Digitrace prohibits you from assigning, delegating, or subcontracting your obligations, we expect you to strictly comply with this prohibition.

If your contract with Digitrace permits you to assign, delegate, or subcontract

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your obligations or procure products or services from others that will be incorporated in products or services acquired by Digitrace from you, we expect you to carefully select your business partners, and perform due diligence, audit, and oversight to prevent and detect misconduct. You must flow down the principles set forth in this Code to these business partners and we will hold you responsible for ensuring compliance by your business partners.

Code Compliance

You will permit Digitrace and/or its representatives to assess your compliance with the expectations set forth in this Code in performing work for Digitrace, including on-site inspection of facilities and review of associated books, records and other documentation. You must also provide Digitrace upon request with additional information and certifications evidencing compliance.

You must ensure that Digitrace and Digitrace's customers have the right to assess your business partners' compliance with the expectations set forth in this Code in performing work for Digitrace, including on-site inspection of facilities and review of associated books, records and other documentation. You must ensure that your business partners will provide Digitrace and Digitrace's customers upon request with additional information and certifications evidencing compliance.

In the event of any wrongdoing, you will fully cooperate with any related investigation conducted by Digitrace or our customers. You will ensure that your business partners also fully cooperate if such investigation involves their performance.

You (and your business partners) must correct any non-conformances identified during assessments. Digitrace does not assume any duty to monitor or ensure compliance with this Code and you acknowledge and agree that you are solely responsible for full compliance with this Code by your directors, officers, employees, representatives, and business partners.

Anonymous Reporting & Reporting Misconduct

We expect you to provide your employees and your business partners with access to adequate channels to raise legal or ethical issues or concerns, including, without limitation, reports of violation of this Code by you or your business partners, without fear of retaliation, including opportunities for anonymous reporting.

In the event that you become aware of misconduct related to Digitrace business undertaken by any Digitrace employee, any of your employees, or any employees of your business partners, we expect you to promptly notify Digitrace. You may contact the Digitrace Controller for (Personnel Issues) or (Compliance Issues) at 616-877-4818.

You must promptly investigate reports of legal or ethical issues or concerns.