



NETCRACKER SUPPLIER CODE OF CONDUCT

Version 1.3



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1. INTRODUCTION

Netcracker is dedicated to conducting business with honesty, integrity, and the highest ethical standards — values that extend across every aspect of our operations, including our supply chain. Netcracker’s Supplier Code of Conduct (“Code of Conduct”) outlines key principles designed to promote ethical and responsible business practices among our Suppliers, including their employees and all types of workers, subcontractors, subsidiaries, and agents, who provide people, products and/or services to Netcracker (“Suppliers”). Netcracker expects its Suppliers to comply with all applicable laws and regulations; conform to or exceed industry best practices; and meet or exceed the expectations set forth in this Code of Conduct. By upholding the principles within this Code of Conduct, our Suppliers contribute to a shared commitment to ethical business practices, fostering mutual trust and long-term success.

As used in this Code of Conduct, “Netcracker” or the “Company” refers to NetCracker Technology Corporation and its subsidiaries. References to “Netcracker staff” are to Netcracker employees and contingent workers performing services for Netcracker. In this Code of Conduct, the term “including,” and any variation of such term, means “including without limitation.” The use of the word “or” in this Code of Conduct is not exclusive.

This Code of Conduct is deemed to supplement, but not to supersede, any existing contract between Netcracker and the Supplier (“Master Agreement”). In the event of a conflict between the Master Agreement and this Code of Conduct, the more restrictive terms shall apply.

2. COMPLIANCE AND INTEGRITY

Netcracker is committed to maintaining the highest standards of integrity and ethical conduct in all aspects of its operations. We expect our Suppliers to share this commitment by conducting their business with honesty, transparency, and in full compliance with all applicable laws, regulations, and industry standards. Adherence to these principles is essential to fostering a responsible and trustworthy partnership with the Company.

2.1 Anti-Bribery and Anti-Corruption

Protecting Netcracker from corruption and bribery is fundamental to our business integrity and ethical standards. Suppliers must conduct their business with the highest level of honesty and transparency and must comply with all applicable anti-bribery and anti-corruption laws and regulations in every geographic location in which they operate. Suppliers must never engage in bribery or corruption for any reason. This includes, but is not limited to, directly or indirectly offering, authorizing, giving, promising, soliciting, accepting, or agreeing to accept anything of value in exchange for an improper or unlawful advantage. Suppliers must strictly prohibit and prevent any corrupt activities, including bribery, kickbacks, facilitation payments, extortion, fraud, or any other improper practices intended to illegally or unfairly advance any interest connected with Netcracker.

Gift-giving, hospitality, and entertainment must be handled with care and must always comply with all applicable laws, regulations, and ethical standards. Such activities must never be used to improperly influence business decisions or gain an unfair advantage.

Suppliers are expected to implement effective controls, policies, and monitoring mechanisms to ensure compliance with these requirements. Netcracker will not tolerate any Suppliers that engage in corruption, fraud or bribery for any reason, whether in dealings with government officials or within the private sector. Suppliers found engaging in such practices for any reason will not be permitted to continue their relationship with the Company.

2.2 Fair Competition and Antitrust

Netcracker is committed to fair, open, and lawful competition. Suppliers must conduct their business in full compliance with all applicable competition, antitrust, and fair-trade laws in every jurisdiction in which they operate. Suppliers must compete solely on the merits of their products and services and must not engage in unfair, deceptive, misleading, or anticompetitive practices, including price fixing, bid rigging, or market or customer allocation. All business dealings must be conducted honestly and transparently. Suppliers are expected to maintain appropriate policies, training, and controls to ensure compliance with these requirements. Suppliers that engage in anticompetitive or unlawful conduct in connection with Netcracker's business may be subject to immediate termination of their relationship with the Company.

2.3 Conflicts of Interest

A conflict of interest arises when a Supplier's personal, financial, or other interests (or those of related parties such as family members, friends, romantic partners, or business associates) interfere, or appear to interfere, with the best interests of Netcracker. Suppliers must avoid conflicts of interest, including relationships or situations involving any Netcracker employees, customers, or other business partners that could compromise (or reasonably appear to compromise) the Supplier's ability to perform work for Netcracker objectively and in the Company's best interest. Business decisions that affect Netcracker should always be made in the Company's best interest.

Suppliers are expected to refrain from offering gifts, entertainment, or any other personal benefits to Netcracker staff that could influence (or appear to influence) their business judgment. Netcracker employees are prohibited from soliciting gifts or favors from any person or entity conducting business with Netcracker. Furthermore, Netcracker employees involved in sourcing or procurement activities, together with their immediate family members, are expressly prohibited from receiving any gifts or gratuities from Suppliers, including those of nominal or modest value.

Suppliers must promptly report any situation, relationship, or conduct (including familial, romantic, or close personal relationships) that could create an actual, potential, or perceived conflict of interest. Failure to address conflicts of interest may result in termination of the Supplier's relationship with the Company.

2.4 Insider Trading

Suppliers must refrain and prohibit Supplier's workers from (a) buying, selling or otherwise trading, directly or indirectly, in NEC or another company's stock or other securities while in possession of material, non-public information relating to Netcracker or such other company ("MNPI"), which is entrusted to the Supplier or which

the Supplier obtains in the course of performing services for or on behalf of Netcracker and (b) engaging in any other action to take advantage of, or pass on to others, such as MNPI. Material information is information that a reasonable investor would consider important in making a decision to buy, hold or sell stock or other securities of NEC or such other company. Suppliers must avoid disclosing MNPI about Netcracker or such other company to a third party, unless that party has a reasonable need to know such information to render services for, or on behalf of, Netcracker.

2.5 Financial Integrity & Books and Records

Suppliers must maintain accurate, complete, and transparent financial records and books of account in accordance with applicable laws, regulations, and accepted accounting standards to ensure compliance and accountability. Suppliers must create and maintain an accurate record of all transactions and retain, for a reasonable amount of time, all documentation pertaining to services rendered and/or goods delivered to, or on behalf of, Netcracker. Suppliers must not engage in falsification, misrepresentation, or concealment of financial information, nor maintain undisclosed or unrecorded funds or accounts. Suppliers are expected to implement appropriate internal controls to ensure the integrity, accuracy, and reliability of their financial records and must promptly notify Netcracker if they are unable to fulfill their contracted obligations. Any financial misconduct or failure to meet these requirements in connection with Netcracker's business may result in immediate termination of the Supplier's relationship with the Company.

2.6 Anti-Money Laundering & Know Your Third Party

Netcracker abides by all laws designed to deter criminal activity and prevent terrorism. Our Suppliers are expected to conduct their business in full compliance with all applicable anti-money laundering ("AML") and counter-terrorist financing laws. Suppliers must implement appropriate controls to prevent, detect, and report any activity that could facilitate money laundering, terrorist financing, or the use of Netcracker's business for unlawful purposes. Suppliers must conduct due diligence on their customers, agents, subcontractors, and other third parties to ensure they do not engage in illegal or unethical activities, and must avoid relationships with any third party involved in money laundering, terrorism financing, or other financial crimes.

2.7 Trade Control & Sanctions

Suppliers are required to comply with all applicable laws and regulations governing import, re-import, export, re-export controls, sanctions, and anti-boycott measures. Suppliers must not provide any goods or services to Netcracker if their receipt is restricted or prohibited by the United Nations, the United States, the European Union, or any other relevant government authority. Compliance with these laws is essential to maintaining the integrity of our business operations and partnerships.

2.8 Responsible Sourcing

Netcracker is committed to sourcing products and services responsibly and expects our Suppliers to uphold the highest standards of ethical, social, and environmental responsibility. Suppliers must implement appropriate policies and practices to promote responsible sourcing throughout their supply chains and to reasonably ensure that the products they manufacture or supply for Netcracker do not contain conflict minerals, including tin, tantalum, tungsten, and gold, that directly or indirectly finance or benefit human rights abuses. Suppliers must exercise due diligence to determine the source of these minerals and retain documentation of such efforts for inspection by Netcracker upon request.

2.9 Communications and Social Media

Netcracker supports communications that are lawful, honest, professional, and reflect the Company's values. Suppliers and other third parties must not use the Netcracker name, logo, brand, or attribute any statements or views to Netcracker in any external communications, including on social media, without prior approval from Netcracker. Permission for any such activities can be requested from Netcracker's Social Media Group, who will review the request and provide approval as needed. Non-compliance with these requirements may result in termination of the Supplier's relationship with the Company.

3. SECURITY OF INFORMATION AND PROPERTY

Netcracker greatly values the confidentiality, integrity, and security of its information and property and expects its Suppliers to extend the same level of care for the information and assets entrusted or made available to them in the course of business. Suppliers must take all necessary measures to safeguard Netcracker's confidential information, intellectual property, and physical assets, ensuring they are used solely for authorized business purposes. To meet these expectations, Suppliers must adhere to the following requirements:

3.1 Confidentiality

Suppliers are responsible for safeguarding all confidential and proprietary information entrusted to them by Netcracker and its customers. This includes, but is not limited to, non-public information such as business plans, financial or competitive information, strategies, information systems, and other business, operational, financial and performance-related data. It also includes any non-public information that, if disclosed, could benefit competitors or cause harm to Netcracker or its customers. Suppliers must restrict access to Netcracker's confidential information to only those employees or authorized personnel who need it to perform their duties. Disclosure of Netcracker confidential information shall be strictly limited to instances mandated by law or expressly authorized under this Code of Conduct, the Master Agreement, or other applicable agreements. All documents, papers, records or other tangible items and materials containing confidential or proprietary information relating to Netcracker remain the sole property of Netcracker and must be handled with the utmost care and discretion.

3.2 Intellectual Property

Netcracker highly values its intellectual property ("IP") and requires its Suppliers to uphold the same level of diligence and respect in safeguarding the Company's IP rights. Suppliers must ensure that all IP entrusted to them or made accessible during their engagement with the Company is handled responsibly, securely, and in strict compliance with applicable laws, regulations, and contractual obligations. Suppliers must comply with Netcracker's intellectual property licensing arrangements and promptly report to the Company any actual or suspected infringement, misuse, or loss of its intellectual property.

3.3 Privacy and Information Security

Suppliers must exercise caution when collecting, storing, processing, transferring, distributing or using confidential information and/or personal data regarding Netcracker's customers, staff and shareholders. They are required to comply with all applicable privacy, data protection and information security laws and regulations, as well as adhere to Netcracker's privacy, data protection and information security policies, as updated periodically. Suppliers must implementing robust technical and organizational measures to ensure

secure handling of digital information and protect systems, networks, and data against unauthorized access, breaches, and cyberattacks.

3.4 Responsible Use of Artificial Intelligence

Netcracker recognizes the potential of artificial intelligence (“AI”) to drive innovation and efficiency but is committed to ensuring its use aligns with the highest ethical and security standards. Suppliers must comply with all applicable laws, regulations, and industry standards governing the development and use of AI technologies. Suppliers are prohibited from using Netcracker’s confidential information, including personal data pertaining to its customers, employees, and stakeholders, in any AI tools or systems without the Company’s explicit prior written consent and/or a formal written agreement. Suppliers must ensure that any AI systems or tools used in connection with the Company’s business are deployed and utilized responsibly and in full compliance with applicable legal and regulatory requirements. Suppliers are responsible for safeguarding Netcracker’s confidential information, IP, and personal data entrusted to them in the course of business. Such information must not be used with AI systems or tools in any manner that violates applicable laws, regulations, contractual obligations, or the Company’s information security policies. Netcracker reserves the right to review and assess the AI technologies used by its Suppliers to confirm adherence to legal and contractual requirements.

3.5 Protection and Proper Use of Company Assets

Suppliers are expected to use their best efforts to protect from loss, theft, abuse and unauthorized use any physical assets that Netcracker made available to the Supplier. All Company assets provided to Suppliers must be handled responsibly and used exclusively for legitimate business purposes directly related to Netcracker’s operations. The use of these assets for personal or non-business purposes is strictly prohibited. The misuse, unauthorized access, or negligence in safeguarding the Company’s assets may result in immediate corrective action, up to and including the termination of the Supplier relationship.

Suppliers are required to establish and maintain policies, procedures, and controls to ensure compliance with the standards set forth in this Section 3. The Company reserves the right to evaluate a Supplier’s security measures and may request evidence of their compliance with these requirements.

4. LABOR AND HUMAN RIGHTS

Netcracker is committed to upholding the highest standards of labor practices and human rights in all aspects of its business operations and expects the same commitment from its Suppliers. Suppliers must treat their workers with dignity and respect and demonstrate a commitment to human rights, which includes the following at a minimum:

4.1 Compensation, Benefits and Working Hours

Provide all workers with at least the minimum wage, compensation for overtime hours, and benefits, in each case as mandated by applicable laws and regulations. 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. Limit the number of working hours to the maximum legally allowed under applicable laws. All overtime shall be voluntary. Workers shall be allowed at least one day off every seven days.

4.2 Fair Treatment, Non-Discrimination and Non-Harassment

Provide equal opportunity in all aspects of employment and ensure a workplace free of harassment, abuse, coercion, and other inhumane treatment of workers. Strictly prohibit discrimination against workers and any other covered individual based on any class protected under applicable federal, state or local law, including race, color, religion, national origin or ancestry, ethnicity, sex, gender (including gender identity and expression, and status as a transgender individual), sexual orientation, age, physical or mental disability, citizenship, past, current or prospective service in the uniformed services, genetic information, and marital status.

4.3 Freedom of Association

Abide by applicable laws governing the rights of employees to join or not join trade or labor unions. 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.

4.4 Prohibition of Forced Labor

Prohibit forced labor in any form, including but not limited to, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons. 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 Supplier's facility in addition to unreasonable restrictions on entering or exiting company-provided facilities including, if applicable, workers' dormitories or living quarters. All work shall be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given.

4.5 Prohibition of Child Labor

Comply with all applicable minimum working age laws, regulations and industry best practices, including with respect to the minimum age for performance of hazardous work. Suppliers shall implement an appropriate mechanism to verify the age of workers and must ensure that no individual under the legal minimum age for employment, or under the age specified by applicable international standards (whichever is higher), is employed in any capacity. The legally employed young workers (individuals above the minimum working age but below 18) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Suppliers are expected to implement policies and procedures to prevent child labor and to monitor their operations for compliance.

5. HEALTH AND SAFETY

Netcracker expects its Suppliers to maintain a safe work environment for its workers and Netcracker's staff, as well as the general public and others with access to job sites or surrounding areas. Suppliers must establish and observe safety protocols that, at a minimum, address the following:

5.1 Occupational Health and Safety

Take appropriate precautionary measures to protect the health and safety of workers by: (a) implementing, maintaining and enforcing safety management practices that conform to or exceed legal and industry standards, including those mandated by the Occupational Safety and Health Act of 1970; (b) supplying workers

with requisite, well-maintained personal protective equipment and mandating its use when performing work for Netcracker; (c) providing regular safety training to workers and monitoring and enforcing their compliance with safety standards, procedures and industry best practices; (d) familiarizing workers with Netcracker's safety expectations and procedures and enforcing their compliance with Netcracker's safety requirements, including those specified in the Master Agreement; (e) ensuring workers are, at all times, properly trained and qualified to perform their job responsibilities and designated tasks; (f) obtaining and keeping current all required health and safety permits, worker training certifications and credentials; (g) promptly reporting to Netcracker all incidents and near misses; (h) preparing and implementing corrective action plans to manage risks and promote safe practices; (h) prohibiting workers from performing services for, or on behalf of, Netcracker while under the influence of any substance, including drugs or alcohol, which may impair their ability to work safely and effectively; and (i) taking gender-responsive measures, such as not having pregnant women and nursing mothers in working conditions, which could be hazardous to them or their child and providing reasonable accommodations for nursing mothers.

5.2 Occupational Injury and Illness

Maintain procedures and systems to manage, track and report: (a) occupational injuries and illnesses; and (b) violations and fines from the Occupational Safety and Health Administration or equivalent state and local regulatory agencies. Such procedures and systems must be designed to: (i) encourage reporting; (ii) classify and record injury and illness cases; and (iii) investigate cases and implement corrective actions.

5.3 Emergency Preparedness

Implement emergency plans and procedures that, at a minimum, address: (a) emergency preparedness, reporting and notification (including to Netcracker); (b) evacuation and rescue procedures, training and drills; (c) appropriate hazard detection and mitigation procedures; and (d) adequate exit facilities from job sites and contact information for emergency responders. Emergency drills shall be executed at least annually or as required by local law, whichever is more stringent.

6. ENVIRONMENTAL PROTECTION

Netcracker is committed to sustainable and environmentally responsible business practices and expects the same commitment from its Suppliers. Suppliers must comply with all applicable environmental laws, regulations, and standards while implementing and maintaining robust policies and practices tailored to their operations to minimize environmental impact. These efforts should include, but are not limited to, climate change mitigation, resource conservation, pollution prevention, sustainable practices, and, where applicable, hazardous substance management. Generation of waste shall be minimized or eliminated at the source or by practices such as adding pollution control equipment, modifying production, maintenance, and facility processes, or by other means. All required environmental permits, approvals, and registrations shall be obtained, maintained, and kept current and their operational and reporting requirements shall be followed. Suppliers are encouraged to continuously evaluate and improve their environmental practices to align with global sustainability standards. Netcracker reserves the right to request information about a Supplier's environmental performance and initiatives, and to work collaboratively to achieve shared sustainability goals.

7. REPORTING CONCERNS

Netcracker expects and encourages its Suppliers, including their employees, to promptly report any situation or relationship involving the Company that may constitute a violation of laws, regulations, or this Code of Conduct. Any suspected violations or concerns should be reported via email to compliance@netcracker.com or through our [Compliance & Integrity Hotline](#). The Compliance & Integrity Hotline, operated by an independent third party, is available 24/7. Reports can be made anonymously and confidentially. The Company upholds a strict non-retaliation policy to protect individuals who raise concerns in good faith.

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ACKNOWLEDGEMENT AND AGREEMENT

On behalf of the undersigned company (the "Supplier"), I acknowledge that I am authorized to accept and agree to this Netcracker's Supplier Code of Conduct ("Code of Conduct") on the Supplier's behalf. I understand that the Supplier, along with its employees, representatives, and agents, is required to comply, in both letter and spirit, with the Code of Conduct as in effect from time to time. The Supplier acknowledges that failure to comply with the Code of Conduct may result in responsive actions by Netcracker, including legal action or termination of the business relationship. By signing below, the Supplier affirms its commitment to adhere to the principles and requirements set forth in the Code of Conduct.

[Supplier Company Name]

Signature: _____

Name: _____

Title: _____

Date: _____

Failure to read the Code of Conduct or to execute this acknowledgement does not exempt a Netcracker Supplier from its responsibility to comply with the Code of Conduct or any applicable law or regulation.